

COLLECTIVE AGREEMENT

BETWEEN

KWANTLEN POLYTECHNIC UNIVERSITY

AND

KWANTLEN FACULTY ASSOCIATION

APRIL 1, 2010 – MARCH 31, 2012

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## **ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS**

### **1.00 PURPOSE OF AGREEMENT**

- a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.
- b) In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

### **1.01 PARTIES TO AGREEMENT**

THIS AGREEMENT, entered into on the 26th day of October, 2011.

BY AND BETWEEN

KWANTLEN POLYTECHNIC UNIVERSITY  
(hereinafter referred to as the "Employer")

AND

KWANTLEN FACULTY ASSOCIATION, LOCAL #5 Federation of Post-Secondary Educators (FPSE) (hereinafter referred to as the "Union")

### **1.02 TERM OF AGREEMENT**

The duration of this Agreement shall be from **April 1, 2010** to **March 31, 2012**. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.

The operation of Section 50(2) of the Labour Relations Code of B.C. is specifically excluded.

### **1.03 CONFLICT WITH POLICIES**

Every reasonable effort will be made to harmonize Employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the Employer, the terms of this Agreement will prevail.

### **1.04 FUTURE LEGISLATION**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable

provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Agreement shall remain in full force and effect.

## 1.05 DEFINITIONS

### (a) Regular Faculty Position

A regular faculty member's position is one that exists or is established to meet the ongoing needs of the Employer on a half-time basis or greater basis.

### (b) Full-time Regular Faculty

A full-time regular faculty member is one who occupies a full-time regular position established by the Employer or by this Agreement. Full-time regular faculty members shall receive all benefits provided by this Agreement.

### (c) Part-time Regular Faculty Members

A part-time regular faculty member is one who occupies a part-time regular position established by the Employer. Part-time regular faculty members have the same rights and obligations as full-time regular faculty members and are entitled to all benefits provided by this Agreement on a pro-rated basis. A part-time regular position will be established by the Employer where:

- (i) there is a structural requirement for ongoing services of one-half time or more;
- (ii) a full-time regular post-probationary faculty member requests a part-time position and the request is supported by the chair/coordinator in the discipline/program and approved by the Employer;
- (iii) two post-probationary faculty members are willing to share a full-time regular position and the request is supported by the chair/coordinator in the discipline/program and approved by the Employer;
- (iv) Should a regular faculty member who has obtained a part-time regular position under paragraphs (ii) or (iii) wish to resume a full-time workload, he/she will be assigned available work in his/her discipline/program providing he/she has the required qualifications, abilities and experience. Where two or more such regular faculty members wish to resume a full-time workload and there is insufficient available work in the discipline/program, work will be assigned to the faculty member with the most FTE service providing he/she has the required qualifications, abilities and experience;
- (v) The Employer's approval will not be unreasonably withheld. The Employer, at its sole discretion, can set the effective date of the requested change in status from full-time to part-time, or vice versa, to coincide with the beginning or the end of a semester or term of instruction.



**(d) Non-Regular Faculty Members**

Non-regular faculty members are those that do not hold a regular position or who have not satisfied the requirements for regularization in Article 1.05(e). There are two (2) types of non-regular faculty.

**(i) Non-Regular Type 1 Faculty Members**

A non-regular Type 1 faculty member is a non-regular faculty member who is hired for a defined period, to teach specific courses or perform specific work. Non-regular Type 1 faculty may only be hired for specialized requirements, experimental offerings, timetabling anomalies, substitution, vacation replacement, short-term emergency circumstances, work that is not expected to be ongoing or work that does not provide them with an assignment that qualifies for non-regular Type 2 status at the August 1 assessment date. All non-regular Type 1 faculty members will receive salary according to the provisions of Article 10.

**(ii) Non-Regular Type 2 Faculty Members**

A non-regular Type 2 faculty member is one who is assigned or reasonably anticipated to be assigned an annualized workload of 50% or greater for a future 12-month period.

**Status Assessment**

There is one assessment date: August 1 for the 12 month period starting September 1. The purpose of this assessment date is to determine whether a Type 1 non-regular faculty member should be offered a Type 2 appointment. It shall not prevent the Employer from establishing non-regular Type 2 positions with different appointment terms or commencement dates in accordance with the Employer's needs.

It is the responsibility of non-regular faculty who are on the "qualified faculty list" in more than one discipline/program to notify the relevant administrator(s) of this fact at the time work is offered to them by the administrator(s). It is the responsibility of the administrator(s) who have been so notified to check if the workload assigned across disciplines/programs would qualify as Type 2.

**Replacement of Regular Faculty**

When the Employer replaces a regular faculty member on leave, Long-Term Disability, alternate duty or fills a position that is not expected to be ongoing and the workload available meets the requirements as outlined above, the Employer will issue a Type 2 non-regular appointment.

### **Rights and Obligations**

A non-regular faculty member who meets the qualifications for Type 2 above has the same rights and obligations as a regular faculty member and is entitled to all benefits provided by this Agreement on a pro-rated basis with the following exceptions (Article 6, and Article 7).

#### **(iii) Additional Work**

Where additional work is assigned to a non-regular Type 2 faculty member after the beginning of his/her appointment year, the Type 2 faculty member's designated workload percentage will remain unchanged for all purposes, including benefits, professional development and vacation, for that appointment year. The Type 2 faculty member will be paid for the additional work on the Article 9 salary scale plus 25% for the period of additional work performed.

Where additional work is assigned to a non-regular Type 1 faculty member after the beginning of the 12 month period starting September 1<sup>st</sup>, such that the Type 1 faculty member's annualized workload for that year becomes 50% or greater, the faculty member will retain Type 1 status, but will be paid for all work during that year at the contract rates set out in Article 10 for the applicable mode, plus 32%. The Type 1 faculty member's pay will be adjusted accordingly, retroactive to the beginning of that year.

Pension contributions for additional work will be made as required by the applicable regulations pertaining to the College Pension Plan.

#### **(e) Entitlement to Conversion to Regular Status**

The conversion of status from non-regular to regular will occur when the faculty member has a workload of 50% or greater for each of two (2) consecutive appointment years of work, provided that:

- (i) there is a reasonable expectation of ongoing employment at a workload level of at least 50% in each of two semesters within the appointment year subsequent to that in which the entitlement to conversion arises or there is a reasonable expectation of an ongoing workload assignment of at least 50% on an annualized basis within the appointment year subsequent to that in which the entitlement to conversion arises, and
- (ii) the employee is qualified for the work in question, as determined by the Search Committee at the time of initial hire or subsequent review, and
- (iii) the employee's most recent evaluation for regular employment within the preceding twelve (12) month period has been satisfactory. The employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each 12 month period and the employee

may request an additional evaluation not more often than once in each 12 month period.

Nothing in the section above prohibits the employer's rights to regularize any position as it deems necessary.

**(f) Employment**

A regular faculty member, after successful completion of the probationary period, will be offered continuous employment subject only to those terms and conditions as may be contained in the Collective Agreement.

**(g) Probationary Contract**

A two-year appointment which may be terminated without cause upon expiration of the probationer's term of employment, but which may be terminated in accordance with Article 4.08, prior to the expiration of his/her term of employment. Termination during the two-year contract shall be in accordance with Article 4.08. Termination at the end of the probationary term shall be in accordance with Article 4.06.

**(h)** Throughout this Agreement, the term "instructor" shall denote a faculty member and the terms "teach" and "instruct" shall denote performance of faculty members' duties.

**(i) Full-Time Equivalent Service**

Full-time equivalent service shall be defined as the length of service with the Employer from the date of the first appointment with the Employer. In the event the faculty member resigns, or is terminated, the FTE service accumulated is lost. Substitution and overload contracts shall not be credited if the faculty member has already been credited with a full year's FTE service during a one-year period.

In the event a non-regular faculty member is not employed by the University in an eighteen month period beginning with the termination date from the Employer's payroll, or declines or is unavailable to receive an offer of further appointment, the FTE service accumulated is lost.

**A non-regular faculty member with less than 2 years of FTE service, will not be considered to have declined or been unavailable to receive an offer of a further appointment where the faculty member establishes in writing that the reason for declining is that the faculty member had been offered and accepted an assignment at another BC public post-secondary institution that conflicts with the assignment offered by the University.**

In this clause "service" denotes all accountable time covered by Article 12.01(a) and all vacation time covered by Article 12.12, and FTE service counted under Article 1.05(i)(vii) shall not count towards the minimum service requirements specified in Article 14.05 and Article 14.06.

Wherever this Agreement refers to service with the Employer, such service shall be understood to include service both prior to and subsequent to the split of Douglas College into Douglas and Kwantlen Colleges on April 1, 1981, providing the faculty member was employed by Douglas College prior to April 1, 1981.

FTE service includes and is limited to the following:

- (i) service accumulated as a full-time regular faculty member;
- (ii) service accumulated on a pro rata basis as a part-time regular faculty member, i.e., 1/2 teaching assignment or 12 credits in a year = 6 months' service;
- (iii) service accumulated as a non-regular type 2 faculty member;
- (iv) service accumulated on a pro rata basis as a non-regular type 1 instructor i.e., 1/4 teaching assignment or 6 credits in a year = 3 months' service;
- (v) approved leave of absence as per Article 3.11;
- (vi) approved leave of absence as per Article 13;
- (vii) educational leave taken under Article 14;
- (viii) leave due to illness up to a maximum of two (2) years, including STIP and LTD periods and periods on WCB coverage;
- (ix) service as a Dean or Director at Douglas College prior to November 1, 1977, if the faculty member held faculty status as of April 1, 1983;
- (x) In the event an administrator who held a management position with the Employer as of April 1, 1983 returns to the bargaining unit as a regular faculty member he/she will be credited for all previous service accumulated as a faculty member at both Douglas and Kwantlen Polytechnic Universities. In addition, he/she will be credited for previous service as a Dean or Director at Douglas College prior to May 1, 1975.
- (xi) Up to two years' service as an administrative secondment subsequent to December 31, 1986 where the faculty member was a member of the faculty for a minimum of two consecutive years immediately prior to secondment.

**(j) Common-law Partner**

“Common law partner” is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been cohabiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where

the employee has claimed the common-law partner's child/children for taxation purposes.

(k) Wherever the singular is used in the Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

(l) **Post-Secondary Employers' Association**

The Post-Secondary Employers' Association or "PSEA" means the Employers' Association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

(m) **Union**

Union means Kwantlen Faculty Association which is a certified bargaining agent.

(n) **Employee or Faculty Member**

Employee or faculty member means a person employed within the bargaining unit represented by the Union.

(o) **Collective Agreement**

Collective Agreement means this collective agreement between the Employer and the Union.

**1.06 NO OTHER AGREEMENTS**

Except with the mutual consent of the Union and the Employer, no faculty member covered by the Union's certification shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

**ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01 MANAGEMENT RIGHTS**

While the Employer customarily delegates to appropriate faculty member groups responsibility for determining which courses and sections shall be timetabled in any semester; for assigning instructional duties to instructors; for determining instructor's home campus; for requiring instructors to develop new courses or to revise existing ones; for ongoing program development and revisions; this delegation shall not be construed to abrogate the Employer's rights with respect to these functions but neither shall it be unreasonably withheld. Generally, and without being limited by the foregoing, the Employer has the right to manage, operate and direct the working force of the Employer.

The Employer agrees that these rights will be exercised in a manner consistent with the provisions of other articles in this Agreement.

## **2.02 CONTRACTING OUT**

The Employer will not contract out:

- a) any work presently performed by the employees covered by the collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

## **2.03 ASSIGNMENT OF OTHER DUTIES**

- (a) The Employer may allocate program/curriculum development projects or special projects to faculty members and on such occasions shall provide adequate time to accomplish the agreed-upon task.
- (b) The Union shall be provided with details of such time releases including the faculty member(s) involved, the amount of time provided, and the duties undertaken, within 15 working days of the faculty member being notified of the project assignment. This applies to those normally teaching but released from teaching.
- (c) In the case of program development projects of duration of one semester or more, notice shall be given to all faculty members of the proposed projects and applications invited. However, if the parties mutually agree the project is specific to a discipline/program, the Employer may give notice (a minimum of 5 working days) only to faculty members in the discipline/program. Selection and appointment shall be in accordance with the principles of Article 4.02.
- (d) In the case of program development projects of duration of less than one semester, the advice of the appropriate discipline or program group will be sought prior to the appointment of personnel to the project.

## **ARTICLE 3 – UNION RECOGNITION, RIGHTS AND SECURITY**

### **3.01 UNION AS EXCLUSIVE BARGAINING AGENT**

The Employer recognizes the Union as the exclusive bargaining agent for all Instructors, Counsellors and Librarians employed by the University, including Continuing Education faculty.

### **3.02 MAINTENANCE OF MEMBERSHIP**

Faculty members covered by the certification, who, at the date of ratification were members of the Union, shall maintain their membership in good standing as a condition of continuing employment.

### **3.03 MEMBERSHIP OF NEW FACULTY**

From the ratification date of this Agreement new faculty members covered by the certification shall become members of the Union upon commencing their employment and shall maintain membership in good standing in the Union as a condition of continuing employment.

### **3.04 DUES DEDUCTION**

Deduction of Union dues as a condition of employment will be applied to all members of the bargaining unit.

All deductions of dues shall be remitted by the Employer to the agent appointed by the Union not later than fifteen (15) days after the date of deduction.

### **3.05 AMOUNT OF DUES AND FEES**

The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Union's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the Employer from the President of the Union. Upon the Employer's receipt of such notice, the changed amount shall be the amount deducted for the following month.

### **3.06 MEMBERSHIP AND DUES AUTHORIZATION FORMS**

The Employer shall provide application for Membership forms as well as Dues Authorization Forms to all new faculty members at the earliest date following commencement of employment. Copies of signed forms will be forwarded by the Employer to the Union.

### **3.07 ASSESSMENTS**

The Employer shall deduct duly-authorized assessments from faculty members who are members of the Union in accordance with Union by-laws within forty-five (45) days of a request to do so by the Union. The Employer agrees to forward the assessment to the Union within fifteen (15) days of the deduction. The Union agrees to limit its request for an assessment to one (1) request per calendar year.

### 3.08 COPIES OF AGREEMENT

The Union and the Employer agree that all faculty members shall be familiar with this Agreement, and their rights and obligations under it. For this reason the Employer shall post this agreement on its website, provide a paper copy to any faculty member who requests one, and provide 100 paper copies to the Union.

Newly appointed faculty members shall be informed how they may access this Agreement when they are sent their initial contract or letter of appointment.

### 3.09 FACULTY UNION BUSINESS

- (a) The Union President and Vice-Presidents, in order to fulfil their responsibilities as the elected officers representing the welfare of the Union, will be freed from obligations normally required of a faculty member with respect to committees and related work.
- (b) The Union will be allowed the use of reasonable bulletin board space and similar space in the University newspaper.
- (c) The Union will have the right to use Employer's facilities for meeting purposes free of charge.
- (d) The Employer will provide the Union with office space on the Surrey campus for the administration of the Union's business.
- (e) One Union designate will be furnished with a copy of the Agenda and other public information assembled for University Board meetings. This material will be mailed to the Union at the time of distribution to the University Board. Approved minutes of all University Board meetings will be distributed similarly.
- (f)
  - (i) The Union will be furnished with a listing of faculty members by October 15<sup>th</sup> and February 15<sup>th</sup> each year which shall include names, addresses, telephone numbers, type of appointment, term of appointment, discipline/program and salary placement;
  - (ii) The Union shall be notified of all faculty hirings within fifteen (15) working days of the faculty member commencing work;
  - (iii) The Employer agrees to provide to the Union available information of the cost of salaries and benefits used for costing in collective bargaining.
- (g) The Employer recognizes the Union's right to select Representatives to represent faculty members. The Union agrees to provide the Employer with a list of the faculty members designated as Representatives. It is agreed that Employer work performed by faculty members will not be affected by any Union business.



### 3.10 PICKET LINES

- (a) Faculty members covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a strike as defined in the Labour Relations Code of B.C. or in the Canada Labour Code.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Faculty members will not receive pay for work not performed as a result of observance of picket lines.

### 3.11 FACULTY UNION LEAVE

- (a) To facilitate the operation of the Collective Agreement and Employer/Faculty relationships, the Union will be provided the total equivalent of one quarter-time leave of absence per annum without loss of pay or other entitlement for one of its members. The Union may designate a person who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken.
- (b) The Union may purchase additional release time above that currently paid for by the employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.
- (c) Where such leave is granted, the employer will replace the employee as necessary.
- (d) Costs arising from this provision will not be charged against the program area of the participating union representative.
- (e) This clause may be utilized by the Union to ensure adequate representation by the Union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the Union will ensure that the employer is advised of the eligible leaves to be taken.
- (f) The request for all such leaves shall be made by the Union in writing to the appropriate administrator responsible and the Vice President, Human Resource Services by May 15 for Fall leaves and November 1 for Spring leaves.
- (g) The Employer agrees that, while the granting of leave in excess of half-time for any one individual is subject to the Employer's educational requirements, approval shall not be unreasonably withheld.
- (h) Meetings between representatives of the Union and the Employer shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.

- (i) A faculty member selected for a full-time position in the Federation of Post-Secondary Educators or in any successor organization to FPSE shall be granted full-time leave of absence subject to the following conditions:
  - (i) As soon as possible in advance of the leave, the Union shall notify the Employer of the possibility of this clause being invoked. Notwithstanding the foregoing, the Union shall provide the Employer with written notice by June 1 for Fall leaves and November 1 for Spring leaves;
  - (ii) A faculty member on leave under this clause shall continue to receive full salary and the benefits from the Employer. The Union shall, on a monthly basis, reimburse the Employer for the full amount of the faculty member's salary and benefits from the Union member dues on a monthly basis. In the event the membership dues are not enough to cover the faculty member's monthly salary and benefits, the Union will remit the outstanding balance.
- (j) Any leaves granted under this section shall count as eligible time towards full-time equivalent (FTE) service whenever such service is referred to in the Agreement.

#### **ARTICLE 4 – SEARCH PROCEDURES**

Any disputes arising from the outcome of a search process will be immediately referred by the complainant (or the Union on his/her behalf) to the Labour Management Relations Committee, who will examine and make findings regarding the fairness of the process. The LMRC shall render its findings within 10 working days from the date the matter was referred to it. This deadline may be extended up to 5 working days by the LMRC. The grievance timelines will commence at the date the LMRC issues its findings.

##### **4.01 WRITTEN CONTRACTS**

- (a) All faculty members employed by the University shall be offered appropriate written contracts. In the event Article 1.05(d) applies, contracts shall specify the rate of pay and the period of appointment, including any vacation, professional/curriculum development, and accountable time required by the terms of this Agreement.
- (b) Faculty members shall be given a copy of any employment notice affecting their own employment.

## 4.02 SEARCH FOR REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS

### Preamble:

Whenever a vacancy arises, as determined by the Employer, it shall be filled by the following process:

### Formation of a Search Committee

- (a) The Search Committee shall consist of up to 4 members: one designated by the University President or his/her designate and 2 or 3 elected annually by the discipline/program. The parties will consider variations to the standard committee format when unusual situations arise, there is a need for specific expertise, or there is a request by the discipline/program. In the event faculty members have not been elected or the faculty member(s) elected declines to participate in the search process for any reason, the Union shall appoint a replacement to the Search Committee. Where possible, the replacement shall be appointed from the affected discipline/program.

The Administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

- (b) Where the appointment is in a new discipline or program field the Search Committee shall be appointed by the University President or his/her designate after consultation with the Union.
- (c) All regular and non-regular type 2 faculty members who are part of the discipline(s) or closest related discipline(s) shall be eligible for membership on the Search Committee, unless a conflict of interest is deemed to occur.
- (d) If a candidate has any concerns relating to bias or conflict of interest on the part of a Search Committee member, those concerns should be brought to the Employer's attention by the Union before the commencement of the interview process. Otherwise, the Employer will assume that the composition of the Search Committee is acceptable to the candidates and to the Union.

### Posting of the Vacancy

- (e) Representative(s) designated by the Search Committee shall conduct all interviews. The Search Committee shall review all written applications and supporting material, including the applicant's personnel file and shall compile the interview list. Representative(s) designated by the Search Committee shall conduct all interviews.

### Search Process

- (f) The Search Committee shall prepare a short list of qualified candidates with rationale and specific recommendations for the University President or his/her designate. In the event that a member of the Committee does not concur with the list(s) submitted by the other members of the Committee, that member may

submit a separate short list of qualified candidates with rationale and specific recommendations for the University President or his/her designate.

- (g) In the event that more than one list is submitted to the University President or his/her designate or he/she does not wish to follow the Committee's recommendation when making the appointment he/she will meet with the Committee to provide his/her rationale, and attempt to resolve the matter before taking action. The University President or his/her designate may decide on any one of the following:
  - (i) make an appointment from any list submitted by member(s) of the search committee;
  - (ii) not make an appointment and direct that the search process recommence or cancel the vacancy. However, a vacancy shall not be cancelled solely as a result of the search process.
- (h) In the event that the short list is exhausted, and the Employer still intends to fill the position, the search process shall recommence.
- (i) In the event a regular position is advertised and the position has been filled by a non-regular type 2 faculty member for two or more years, the non-regular type 2 faculty member who has been filling the position will be given preference over other applicants providing the qualifications, abilities, and experience of the non-regular type 2 faculty member are equal to the other applicant(s).
- (j) When a new position is proposed, the job description and the job advertisement will be drawn up in consultation with the appropriate discipline/program Search Committee.
- (k) Copies of advertisements for positions will be posted on each campus for a minimum of two (2) weeks and, where appropriate, will be publicized in in-house publications.
- (l) All applications for posted positions shall be in writing and shall be reviewed by the Search Committee or its designate(s).
- (m) If a non-regular type 2 position that has been filled by a non-regular type 2 faculty member continues to exist and is filled by the Employer, the Employer may elect to either:
  - (i) offer the incumbent another non-regular type 2 appointment, provided that he or she has filled the position satisfactorily; or
  - (ii) post the non-regular type 2 position.

#### **4.03 FACULTY OVERLOAD**

When the Employer does not have the capacity to offer a course section by assigning a regular or non-regular type 2 faculty member that section as part of his/her workload, a qualified non-regular type 1 instructor may be hired.

No earlier than one month prior to the commencement of each semester, the Employer may, with the faculty member's agreement, engage a full-time regular or non-regular type 2 faculty member to take the course on an overload basis (e.g. reduced workload in the subsequent semester, or if not possible, paid for the extra course on an equivalent contract basis). However, a full-time regular or non-regular type 2 faculty member may not be engaged to work more than 125% of a full-time workload in an academic year, unless a qualified non-regular type 1 faculty member cannot be found to teach the additional course(s).

a.) Overload Pay

Regular and non-regular type 2 faculty members who teach overloads as defined above will receive additional pay at their normal rate plus 25% in lieu of benefits for the overload, for the time period in question.

Example A: A faculty member teaching eight additional lecture hours per week for a complete summer semester would be paid 150% of their normal rate for the complete semester plus 25% in lieu of benefits for the additional 50%.

Example B: A faculty member in mode 24 teaching an additional 3 hours per week for 6 weeks would be paid 112.5% (3 hours divided by 24 hours per week equals 12.5%) plus 25% for benefits for the specified 6 week period.

b.) Compensatory Time-Off

i) Regular and non-regular type 2 faculty members may choose, prior to starting an overload, whether to accept financial compensation or compensatory time off as payment for the overload.

ii) Compensatory time off must be taken no later than 5 years **from** when the overload was completed. The scheduling of the time off would be by mutual agreement between the Dean and the faculty member. If the faculty member and the Dean are unable to reach agreement on the scheduling, the Dean will schedule the time off. The deadline for time off would be indicated on the faculty overload contract by the Dean.

iii) Prior to taking compensatory time off, the faculty member may choose to take payment instead. In such cases, payment will be made as in (a) above based on the member's annual salary at the time the overload was earned.

NOTE: At the current time, overloads are not pensionable. If they become pensionable, this article will be reviewed.

**4.04 SEARCH FOR NON-REGULAR TYPE 1 FACULTY MEMBERS**

Whenever a need arises for non-regular type 1 faculty members, it shall be filled by the following process:

- (a) The Search Committee established in Article 4.02(a) shall compile an interview list of applicants for non-regular type 1 employment.
- (b) Representative(s) designated by the Search Committee shall conduct all interviews.
- (c)
  - (i) The Search Committee shall prepare a qualified faculty list of suitable candidates including the Committee's rationale and recommendations regarding specific courses. This qualified faculty list shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the administrator responsible who will, when requested, communicate same to any interested party.
  - (ii) When a qualified faculty list of suitable candidates is established, the primary consideration will be the applicant's qualifications, abilities and experience in relation to existing vacancies or anticipated vacancies. In the event the qualifications, abilities and experience of two or more applicants are equal, preference will be given to applicants who have two or more years FTE service as per Article 1.05(i).
  - (iii) Non-regular type 1 faculty members with 2 years FTE service who have received only evaluations that are satisfactory or better, who have received no written disciplinary action and who are deemed suitable by the Search Committee, shall be retained on the qualified faculty list.
  - (iv) The Employer is not obligated to offer contracts to non-regular type 1 faculty members on a qualified faculty list; however, when the Employer does offer contracts the process in Article 4.04(d), subject to Article 4.04(f), will be followed.
- (d) From the qualified faculty list established above, the administrator shall designate non-regular type 1 assignments. In designating contracts, the administrator will give preference to candidates who have two or more years FTE service as per Article 1.05(i), in the event the candidate's qualifications, abilities and experience are equal in relation to the specific non-regular type 1 assignment. Notwithstanding the above, a regular faculty member who is eligible for recall under Article 7.08 and who is qualified to be placed on a qualified faculty list as determined by the search committee shall be offered the non-regular type 1 appointment that he/she is qualified for. The regular faculty member's right to recall to a regular full-time position under Article 7.08 shall not be lost if he/she accepts or refuses such an offer.
- (e) The administrator responsible shall offer a contract to the designated non-regular type 1 instructor. In the event that the designated instructor declines the contract,

the administrator responsible shall offer the contract to a suitable candidate from the qualified faculty list established by the Search Committee.

- (f) In the event that the qualified faculty list is exhausted and time does not permit the process specified in Article 4.04(a) through 4.04(e) to be followed, the administrator responsible shall make the appointment.
- (g) All non-regular type 1 offers will be made in writing. For scheduled classes, the Employer will issue contracts at least thirty days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.

#### 4.05 CHAIRS AND PROGRAM COORDINATORS

- (a) The Employer agrees to establish, maintain and continue the positions of chair and coordinator agreed to at LMRC unless there are demonstrable reasons for discontinuing the position(s).
- (b) Whenever a vacancy arises for a chair it shall be filled by the following process:
  - (i) all faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to vote for chair;
  - (ii) all regular faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to be elected as chairs;
  - (iii) the chair shall be elected for a three-year term;
  - (iv) the administrator responsible shall offer an appointment to the faculty member(s) so chosen;
- (c)
  - (i) vacancies for program coordinators will be filled in accordance with procedures described in Article 4.02;
  - (ii) a coordinator's term of appointment is for a maximum period of three (3) years.
- (d) Duties and responsibilities of chairs and coordinators will include those agreed to at LMRC. Additional duties and responsibilities applying to a specific discipline/program will be mutually agreed upon by the Chair/Coordinator and their Dean after consultation with the discipline/program.
- (e)
  - (i) the incumbent(s) can be removed at any time from the position of chair or coordinator:
    - by majority vote of the faculty members present and voting at a duly called meeting of the discipline(s) or program(s);
    - or by the Employer for just and reasonable cause.
  - (ii) upon completion of a term(s) as a chair or a coordinator or removal from a chair or coordinator position, the faculty member will resume his/her

former regular position or an equivalent position without loss of seniority and benefits.

- (f) A chair or coordinator may serve for a maximum of two consecutive three year terms.
- (g) If a current faculty member was hired to be a coordinator and failure to be re-appointed would result in a layoff, or where there is only one faculty member in a discipline/program, or if agreed to by a majority vote of the faculty members in the discipline/program and approved by the Dean, the limit for coordinator contained in Article 4.05(f) will not apply.
- (h) When a vacancy is unable to be filled by the above process, it is understood that the administration will assume the duties normally performed by the chair or program coordinator.
- (i) Time assignments for chairs and coordinators are identified and maintained by LMRC.

#### **4.06 PROBATIONARY PERIOD**

- (a) Faculty members are employed for a probationary period of two years' FTE service prior to the offering of a continuing appointment. Full-time non-regular type 2 faculty members service for the twenty-four (24) months immediately prior to the regular appointment will be recognized to fully satisfy the probationary period. Faculty who have worked full-time for two (2) semesters or eight (8) months in the twelve (12) months immediately prior to the appointment or faculty who have worked at least 50% of a full-time workload in the twenty-four (24) months immediately prior to the appointment will have that service recognized to satisfy the probationary period by a maximum of one (1) year.
- (b) Evaluation during the probationary term: At least once per year (no more than twice with a minimum of 60 days between) during the probationary term the administrator responsible, after consulting with the current Search Committee, will give a report to the faculty member in writing. Should there be inadequacies in performance, needs or concerns, these will be enumerated and positive suggestions made for each. If after a second evaluation the required levels of improvement have not been reached, or it appears that a recommendation for a continuing appointment may not be made, then the administrator responsible, in consultation with the current Search Committee, will, two months prior to the expiry of the probationary term, notify the University President or his/her designate who may determine that:
  - (i) a contract for a further probationary term be offered;
  - (ii) a continuing appointment be offered, or
  - (iii) no other contract be offered.

In accordance with Article 4.06(a) the first two years of non-regular service are deemed to be probationary in nature and thus, by definition, the evaluation requirement and procedure described herein apply.



- (c) Two months prior to the expiry of his/her probationary period a regular faculty member on probation shall be advised in writing whether the probationary period has been successfully completed. If the probationary period has not been successfully completed, the faculty member shall be advised in writing of the reasons.
- (d) Where a probationary faculty member is on a leave (other than under Article 13.07) greater than 30 days or on STIP/LTD, the probationary period may be extended by the length of the leave. The faculty member and the Union will be notified of this extension by the Dean.

#### **4.07 PROBATIONARY PERIOD – NON-REGULAR TYPE 1 FACULTY MEMBERS**

- (a) An evaluation of work performance may be conducted for each contract of a non-regular type 1 faculty member to a maximum of two years FTE service. This probationary period is to provide an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as per Article 4.08.
- (b) Evaluation of non-regular type 1 faculty members is carried out by the administrator responsible. Normally, the evaluation shall examine and rate the non-regular type 1 faculty member's teaching performance. The administrator responsible shall determine whether the non-regular type 1 faculty member's teaching performance is satisfactory or unsatisfactory. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied.
- (c) The methods used to collect information may include the following but not be limited to:
  - (i) written faculty members peer evaluation;
  - (ii) written administrator evaluation;
  - (iii) written student evaluation;
  - (iv) written self-evaluation by the non-regular type 1 faculty member.

Upon request, the faculty member shall receive a copy of all written evaluations. The final evaluation report will be discussed with the faculty member. The faculty member will sign a copy of the report indicating that the report has been seen and the faculty member will be given a copy of this signed report.

- (d) The faculty member can register agreement or disagreement with the report at this time or within seven (7) days he/she may submit a written response indicating agreement or disagreement with the report. This response shall be placed on the faculty member's personnel file.

#### **4.08 PROBATIONARY TERMINATIONS**

- (a) The probationary period is to provide an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as a regular or non-regular faculty member. The factors involved in determining satisfactory performance shall be those factors that could reasonably be expected to affect work performance. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied. When the Employer, in accordance with the provisions of this article and Article 4.06 or 4.07 determines that a probationary faculty member will not be satisfactory as a regular or non-regular faculty member, Article 17.05 does not apply to the termination.
- (b) If a faculty member is terminated during his/her probationary contract, such termination may be grieved beginning at Step 2 (Article 17.02(f)) of the grievance procedure.

#### **4.09 TRIAL PERIOD**

- (a) Post-probationary faculty members may apply to the Employer to change disciplines/programs where a posted vacancy exists. Such faculty members will be given preference over other applicants providing the qualifications, abilities and experience of the faculty member meet the requirements of the position as determined by the appropriate Search Committee.
- (b) Post-probationary faculty members who change disciplines/programs will be subject to a one (1) year trial period. Should a change in discipline/program prove to be unsatisfactory to either the Employer or the faculty member, the faculty member will be returned to his or her former position, except in cases of reassignment under Article 7.04. Satisfactory performance will be based on established performance criteria.
- (c) The vacated position will not be deemed to be a regular position during the trial period. Vacated positions shall be filled as per Article 1.05(d) for a one (1) year period. Should the position continue after one (1) year, then Article 1.05(e) will apply.

#### **4.10 SEARCH FOR ACADEMIC ADMINISTRATORS**

- (a) Whenever a vacancy arises for the following positions: University President, Vice Presidents, Educational Deans or other similar excluded instructional administrative positions that may be created, the Union shall have the right to appoint two regular faculty members to any Committee established by the Employer to fill the position. In the case of the University President, Learning and Provost Vice President, or Learner Support Vice President, the Union shall have the right to appoint up to 5 regular faculty members to ensure a balanced representation of faculty across the University.

- (b) The above clause does not apply to the following:
  - (i) administrative positions that do not have faculty members reporting to them;
  - (ii) acting or temporary administrative appointments created for a period of six (6) months or less;
  - (iii) lateral re-assignment of administrative personnel.
- (c) In the event that an administrative position is filled by a faculty member of the University, the position vacated by the faculty member will be filled with a one-year non-regular type 2 appointment. If the administrative position is confirmed, then the vacated position shall be treated as a normal University vacancy.

#### **4.11 ADMINISTRATORS MOVING INTO FACULTY POSITIONS**

- (a) Administrators shall have the right to teach at any time if needs exist and the University President agrees. The Employer agrees to refer the matter to the appropriate Search Committee, which will review the qualifications, abilities, and experience of the administrator and make a recommendation to the University President. This review would not apply to administrators who have previously been qualified by a search committee. The Union shall receive a report on an annual basis identifying work that has been done under this article.
- (b) Subject to the above clause, an administrator may transfer to a full-time faculty position in his/her field of expertise at any time if a vacancy exists. This transfer shall take priority over the applications of persons other than regular full-time instructors, but shall not operate to prevent a regular faculty member from being re-assigned under Article 7.05.
- (c) Article 4.11(a) shall not operate to displace a regular faculty member from his/her regular employment. Subject to Article 7.02, in the event that a lay-off is declared within a discipline or program, faculty members who have received their faculty positions through the operation of Article 4.11(b) within the year preceding the date of notification of lay-off, shall be laid off prior to other regular faculty members in the discipline or program. In addition to any faculty members FTE service in the past, notwithstanding the service loss provisions of 1.05(i), FTE service will accumulate from the date the former administrator's faculty duties are assumed.
- (d) Administrators assuming faculty responsibilities will be governed by Article 4.06 for all faculty activities in the event their faculty activities have not been previously evaluated.

#### **4.12 ACCESS TO ADDITIONAL WORK FOR PART-TIME FACULTY**

- (a) When additional non-regular work becomes available within a discipline/program, it shall be offered by the administrator responsible to

qualified part-time regular faculty in the discipline/program who want additional work. This only applies for access to work up to 100%.

- (b) The determination of whether a faculty member is qualified will be made by the relevant Search Committee at the time of initial hire or subsequent review. Part-time faculty who want to be considered qualified for work for which they have not previously been vetted, must apply to the appropriate Search Committee.
- (c) Notwithstanding this allocation of additional non-regular work to part-time regular faculty, the employer has the right to declare that a full-time or part-time position vacancy exists and to initiate the Search process.

## **ARTICLE 5 – TERMINATION OF CONTRACTS**

**5.01** The faculty member's contract may be terminated at any time by mutual consent of the faculty member and the Employer.

**5.02** If two months' notice of intended termination is given, then either full vacation or pro-rated vacation (dependent upon which is appropriate) will apply. Pro-rated vacation shall mean vacation pay calculated on the basis of the completed portion of the contract year of the faculty member, using ten months as a base. Otherwise the Employer is not obligated to pay more than Employment Standards of B.C. requirements for vacation pay.

**5.03** Non-regular type 1 instructor contracts may be rescinded at the Employer's discretion:

- (a) when minimum class size is not reached, or
- (b) to provide a regular faculty member with a full load or a non-regular type 2 faculty member with their original load as per their appointment letter.

Such action would not be subject to the grievance procedure.

**5.04** Non-regular type 2 faculty members may only be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 17.05;
- (b) for probationary termination under Article 4.08;
- (c) Non-regular type 2 faculty members may be terminated or reduced during or prior to their appointment in accordance with Article 8 on Lay-off and Recall of Non-regular Faculty.

**5.05** Non-regular type 1 faculty members appointments may be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 17.05;
- (b) for probationary termination under Article 4.08;
- (c) when contracts are rescinded under Article 5.03.

**5.06** If a section offered by contract to any non-regular type 1 instructor is cancelled, the Employer will pay a cancellation fee of \$500 as well as the hourly rate specified per class contact hours that may have occurred. In the event the contract offered does not equate to a standard three (3) credit course, the maximum \$500 cancellation fee will be pro-rated according to the following formula:

$$\frac{\$ \text{ value of contract issued}}{\$ \text{ value of 3 credit course}} \quad \times \quad \$500 \text{ maximum cancellation fee}$$

**ARTICLE 6 – TECHNOLOGICAL CHANGE**

**6.01 DEFINITION**

For the purpose of this Agreement, the term technological change shall mean change introduced by the Employer in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members or significantly affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

**6.02 NOTICE**

When the Employer intends to introduce technological change or is considering the introduction of technological change:

- (a) the Employer agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Employer shall provide the Union with at least four (4) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out and with a disclosure of all foreseeable effects and repercussions on faculty members.

**6.03 DATA TO BE PROVIDED**

The notice mentioned in Article 6.02 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;

- (b) the date on which the Employer proposes to effect the changes;
- (c) the approximate number, type, and location of the faculty members likely to be affected by the change;
- (d) the effects the change may be expected to have on the faculty members working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on faculty members.

#### **6.04 NOTICE TO EMPLOYEES AFFECTED**

The notice mentioned in Article 6.02 and the information specified in Article 6.03 shall also be given to the faculty members who will be affected by the technological change.

#### **6.05 CONSULTATION**

Where the Employer has notified the Union of its intention to introduce a technological change, the parties shall meet within fifteen (15) days of the notice and shall endeavour to reach agreement on solutions to the problems, if any, arising from the intended technological change and on measures to be taken by the Employer to protect the faculty members from any adverse effects.

#### **6.06 RESULTING AGREEMENTS**

Agreements reached between the parties under Article 6.05 shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Collective Agreement.

#### **6.07 GRIEVANCES PERTAINING TO TECHNOLOGICAL CHANGE**

Grievances over the application, operation, or alleged violation of Article 6 shall commence at the level of the University President (see Article 17.02(g)).

#### **6.08 EFFECT OF DISPUTE RESOLUTION ON INTRODUCTION OF TECHNOLOGICAL CHANGE**

Technological change shall not be introduced by the Employer until the matter, including any question as to whether or not the change in dispute is in fact technological change, has been resolved by agreement under Article 6.06 or arbitration. Notwithstanding the foregoing, the Employer may introduce the technological change nine (9) months after the notice in Article 6.02 was given.

**6.09 REDUCTION IN NUMBER OF REGULAR FACULTY MEMBERS AS A RESULT OF TECHNOLOGICAL CHANGE**

In the event of a reduction in the number of regular faculty members as a consequence of technological change, such reduction shall be governed by the procedures for lay-off and recall set out in Article 7.

**ARTICLE 7 – LAYOFF AND RECALL – REGULAR FACULTY**

**7.01** The Employer may lay off a regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. The procedure below in Articles 7.02 - 7.10 shall apply. In this article, faculty member means regular faculty member.

- 7.02**
- (a) Where it needs to be determined which specific faculty member from within a discipline/program would be laid off, the decision shall be made on the basis of least total FTE service as defined in Article 1.05(i).
  - (b)
    - (i) Where a faculty member in a discipline/program has been identified under Article 7.02(a) and the remaining faculty members in the discipline/program do not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the provisions of 7.02(a) shall not apply to the faculty member identified;
    - (ii) In the event Article 7.02(b)(i) applies, the determination of the faculty member to be laid off in the discipline/program shall recommence with the faculty member with the next to least total FTE service, as defined in Article 1.05(i). This process will continue in reverse order of FTE service (least to most) in the discipline/program until a faculty member's position has been identified;
    - (iii) In the event a faculty member receives a layoff notice in a discipline/program that he/she was transferred to by the Employer from the discipline/program for which he/she was first hired, he/she may displace, if his/her FTE service as a regular faculty member as defined in Article 1.05(i) is greater, the faculty member with the least FTE service as a regular faculty member in the discipline/program for which he/she was first hired. This displacement is subject to the faculty member who is displacing another faculty member having the necessary qualifications, experience and abilities to perform the duties of the position.
  - (c) Any dispute as to the relevant discipline/program would be resolved at the Labour Management Committee.

- (d) Should any question be raised by a faculty member or the Union as to whether a faculty member does have or does not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the question shall be referred in writing within five (5) days to the Labour Management Relations Committee composed of an equal number of representatives of the Employer and the Union.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 17.02 and 17.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

**7.03** The affected faculty member will first meet with the appropriate Vice-President or designate to explore alternate job possibilities.

**7.04** The administrator, after consultation with the affected faculty member and receipt of the relevant discipline/program advice, would determine if the affected faculty member, on the basis of his/her qualifications, experience and abilities could be re-assigned as in 7.05. The administrator's decision in this regard is subject to the procedure specified in 7.02(d).

**7.05** For the purpose of Article 7.04 above, a regular position would be deemed to be available for reassignment if there was:

- (a) a posted vacancy for a regular position; or
- (b) sufficient ongoing non-regular work to provide regular status at 50% or greater.

## **7.06 PROBATION**

A faculty member having been re-assigned under Article 7.04 will be subject to a probationary period of up to one (1) year from the date of re-assignment. In the event the faculty member proves not to be satisfactory as per 4.08 during or at the end of the probationary period and is so advised by the Employer, the faculty member will be laid off and receive severance pay in accordance with Article 7.07. It is agreed that notice under Article 7.09 will not be served if a faculty member is laid off under Article 7.06.

- 7.07**
- (a) If the affected faculty member is unable to be re-assigned to one of the positions outlined in Article 7.05, he/she will be laid off, and he/she will receive one month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.
- (b) A regular faculty member recalled under Article 7.08 shall repay any severance pay received at the rate of one month of severance pay (at the rate paid) for each year of full-time employment at the University subsequent to the date of re-call. Such repayment shall occur at the end of each year of service.
- (c) In the event a regular faculty member is recalled and again laid off and has repaid to the Employer severance pay pursuant to Article 7.07(b) during the period



following his/her recall, the number of months of severance pay for the second lay-off shall be calculated as follows:

$$y = s - (x - r)$$

where y = number of months of severance pay due after the second lay-off.

x = number of months of severance pay paid upon the initial lay-off.

r = number of months of severance pay repaid to the Employer.

s = number of months of severance pay due under Article 7.07(a) if all FTE service were counted (maximum is 10 months).

- (d) A faculty member who has been paid his/her full severance entitlement and been recalled shall have the FTE service for any future severance start from the date of recall. If repayment occurred under 7.07(b), the FTE service for severance pay will be re-instated in an amount proportionate to the number of months repaid.

#### 7.08

- (a) If there is a vacancy for a regular faculty member's position in a specific discipline/program, the Employer shall offer re-appointment to those faculty members who have been laid off under Article 7 within the past two years and who have the necessary qualifications, experience and abilities for the position. Judgment of qualifications, experience and abilities shall be made by the appropriate Search Committee as per Article 4.02. Such offers of re-appointment shall be made in the reverse order of lay-off among the faculty members qualified for the position.
- (b) To remain eligible for re-appointment under this clause, the laid off faculty member must keep the Human Resource Services Department informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of re-appointment from the Employer within fifteen (15) days of receipt of such notice. In the event the faculty member rejects the offer of re-appointment he/she shall lose all rights to re-appointment under Article 7.08.
- (c) Faculty members on lay-off status under Article 7 shall not be entitled to health and welfare benefits and vacation pay.

#### 7.09

A faculty member will be notified in writing stating the reason(s) for the lay-off. The Union will also receive a copy of such notice. The faculty member will be notified five (5) months in advance of any pending lay-off under this Article.

#### 7.10

- (a) The Employer shall engage in discussion and consultation with the Union on the lay-offs;
- (b) The Employer shall give the Union an opportunity to present written submissions on the lay-offs;

- (c) The parties agree that the consultation that takes place under Article 7.10(a) & (b) shall be on a without prejudice basis.

A faculty member laid off under Article 7 shall have his/her personnel file state that the faculty member was laid off and not dismissed for just and reasonable cause.

## **7.11 PARTIAL LAYOFF**

- (a) Regular faculty members who have their workload reduced for the reasons outlined in Article 7.01 will receive right of first refusal for unassigned non-regular work which they qualify for until their original regular workload is attained.
- (b) Regular faculty members whose workloads fall below 50% or for whom there is no other unassigned non-regular work for which they are qualified, may either:
  - (i) accept the available workload and continue on regular status with pro-rated benefits and with right of first refusal for unassigned non-regular work they qualify for until their original workload is attained, or
  - (ii) choose to be laid off under Article 7.07.

## **7.12 TARGETED LABOUR ADJUSTMENT**

- (a) Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon the Employer to communicate effectively with its employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

The canvassing of options and/or labour adjustment strategies under this Article 7.12 shall occur following the issuance of layoff notice under Article 7.09.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. The Joint Labour Management Committee may agree to extend the period of a canvas.

The Union shall be provided with a copy of each final plan for employee labour adjustment.

(b) Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the labour adjustment strategies outlined below will be considered, as applicable.

(c) Labour Adjustment Strategies: Workplace Organization

Subject to operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by the Employer to minimize layoffs and at the appropriate time in the employee reduction process:

- (i) Job sharing.
- (ii) Reduced hours of work through partial leaves.
- (iii) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled with the employee's professional development and other non-instructional time.
- (iv) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (v) Workload averaging that does not incur a net increase in compensation cost.
- (vi) Combined pension earnings and reduced workload to equal 100% of regular salary subject to compliance with the regulations of the College Pension Plan.
- (vii) Agreed secondment.
- (viii) Trial retirement.
- (ix) Combinations and variations of the above or other workplace organization alternatives.

(d) Labour Adjustment Strategies: Employee Transition

Subject to operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by the Employer to minimize layoffs and at the appropriate time in the employee reduction process:

- (i) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (ii) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such

severance shall be calculated by applying the collective agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this article, he or she thereby waives all other rights, claims, or entitlements, and severs his or her relationship with the Employer.

- (iii) Workload averaging that does incur a net increase in compensation.
- (iv) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
- (v) Early retirement incentives pursuant to the collective agreement.
- (vi) Retraining.
- (vii) Continuation of health and welfare benefits.
- (viii) Combinations and variations of the above or other employee transition alternatives.

(e) Layoffs May Occur

Once strategies other than layoff have been explored, the Employer may proceed, if need be, to layoffs. For those affected by layoff, the system-wide Electronic Registry of Laid Off Employees will be available.

(f) No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

## **ARTICLE 8 – LAYOFF AND RECALL OF NON-REGULAR TYPE 2 FACULTY MEMBERS**

**8.01** The Employer may lay off (this includes partial reduction of a load) a non-regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. When lay-off of faculty members must occur, the procedure below shall apply.

### **8.02 LAY-OFF SEQUENCE**

The sequence for lay-off in a discipline/program must be:

- a) Non-regular type 1 faculty members as per Article 5;

- b) Non-regular type 2 faculty members using the method outlined in this article below:
- c) Regular faculty members as per Article 7 and 22.05.

### **8.03 LAY-OFF PROCEDURES**

- a) Lay-off method for non-regular type 2 faculty members is by least total FTE service as defined in Article 1.05(i).
- b) If a non-regular type 2 faculty member has been identified for lay-off and remaining faculty in the program/discipline do not have the necessary qualifications, experience and abilities to instruct the remaining courses or to perform the remaining services in the discipline or program, or the remaining non-regular type 2 faculty are not on the qualified faculty list for the remaining courses as set out in 3(c), the determination of the non-regular type 2 faculty member to be laid off shall recommence with the non-regular type 2 faculty member with the next to least FTE service as per Article 1.05(i).
- c) All non-regular type 2 faculty will be sent a letter at the time of their appointment confirming their placement on the qualified faculty list and outlining the process to follow if they wish to be considered qualified for additional courses or areas. A copy will be placed on their Personnel file.
- d) A non-regular type 2 faculty member will be notified verbally, then in writing, as early as possible, stating the reason(s) for the lay-off and the effective date of the lay-off. The Union will also receive a copy of such written notice.

### **8.04 ALTERNATE WORK**

In the event work is not available in the discipline/program, the affected non-regular type 2 faculty member shall meet with the appropriate Vice President or delegate to identify unassigned work for which the affected faculty member has been placed on the qualified faculty list in other disciplines/programs, or non-teaching work for which the faculty member has the necessary qualifications, experience and abilities.

### **8.05 RECALL PROCEDURES**

- a) If work is available in a discipline/program, the recall shall be within the term of the affected appointment and the sequence for recall shall be:
  - (i) Non-regular type 2 faculty members laid off from that discipline/program who are on the qualified faculty list for the work available according to reverse order of lay-off;
  - (ii) Non-regular type 2 faculty members laid off from another discipline/program who are on the qualified faculty list for the work available according to reverse order of lay-off;

- (iii) Non-regular type 2 faculty members laid off from any discipline/program who have the necessary qualifications, experience and abilities according to reverse order of lay-off.
- b) Notwithstanding Article 4.04(d), non-regular type 2 faculty members on lay-off shall, within the term of their original appointment, be entitled to compile a workload equal to that of their original appointment, prior to issuing work to non-regular type 1 faculty members within their original discipline or program area.
- c) To remain eligible for recall under this clause, the laid-off faculty member must keep the Human Resource Services Department informed of his or her telephone number, and promptly report any changes.
- d) The faculty member will accept or reject notice of recall from the employer within 5 calendar days of receipt of such notice. In the event the faculty member rejects the offer of recall, or fails to respond to the time-limit above, the employer will offer that work to the next qualified person in reverse order of lay-off.
- e) Salaries and other entitlements are to be readjusted when the laid-off faculty member is recalled for work which meets the criteria for non-regular type 2 status under Article 1.05(d).

#### **8.06 CANCELLATION FEES**

- a) Cancellation fees shall be paid at the rate of \$500 for each 1/8 reduction of a full workload to a maximum of \$4,000. If a non-regular type 2 faculty member is reassigned and that reassignment does not result in a loss of income, no cancellation fee will be paid.
- b) When workload is partially reduced and cancellation fees are paid, a non-regular type 2 faculty member still retains non-regular type 2 status along with pro-rated entitlements provided the criteria in Article 1.05(d) are met. When the faculty member does not meet those criteria, the faculty member reverts to contract status.

#### **8.07 TIEBREAKER FOR LAY-OFF AND RECALL**

In the event of a tie in FTE service, and where both faculty members have the necessary qualifications, experience, and abilities, the decision shall be made by lottery.

#### **8.08 DISPUTE MECHANISM**

Should any question be raised by the affected non-regular type 2 faculty member or the Union regarding whether a faculty member has or does not have the necessary qualifications, experience or abilities to instruct remaining courses or to perform remaining services in the discipline/program, scheduling, or any other matter related to this article, the question shall be referred in writing to the Labour Management Relations Committee within five (5) days.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 17.02 and 17.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

## ARTICLE 9 – SALARIES – FULL-TIME REGULAR AND NON-REGULAR TYPE 2 FACULTY MEMBERS

### 9.01 SALARY SCALE

Step	April 1, 2010 to March 31, 2012
11 stipend	83,231 <u>1,665</u> 84,896
10 stipend	77,970 <u>1,559</u> 79,529
9 stipend	72,628 <u>1,453</u> 74,081
8 stipend	69,655 <u>1,393</u> 71,048
7 stipend	67,104 <u>1,342</u> 68,446
6 stipend	64,553 <u>1,291</u> 65,844
5 stipend	62,002 <u>1,240</u> 63,242
4 stipend	59,450 <u>1,189</u> 60,639
3 stipend	56,899 <u>1,138</u> 58,037
2 stipend	54,348 <u>1,087</u> 55,435
1 stipend	51,797 <u>1,036</u> 52,833

**9.02** Faculty members will begin at Step 1 of the scale unless they advance up the scale according to the following:

- a) A person with a Bachelor general or honours degree or journey person ticket plus two years of relevant experience in the field will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of two years counts as one additional step.

OR

- b) A person with a diploma or professional accreditation plus five years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of five years counts as one additional step.

OR

- c) A person with senior matriculation plus eight years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of eight years counts as one additional step.

- d) i) Advanced degree(s) are accredited as follows:

Masters	1 step
Doctorate - All but Dissertation	1 step
Doctorate	3 steps
Masters + Doctorate	4 steps

- ii) Up to one extra step may be allowed if teaching experience or demonstrating experience increased the time required for the degree(s).
- iii) Other accreditation will be considered on an individual basis.
- iv) Persons who complete a graduate degree on their own time are entitled to have the year's experience count for an increment provided the Employer has not paid for the college or university fees and provided that the entire work for the advanced degree has been done on the individual's holiday time, not on Employer paid faculty member's time or on educational leave or any other form of paid leave.
- v) A year's experience relevant to the faculty member's appointment in the field of study, education, business or industry, counts as one step.
- e) Special situations not covered by any of the above will be considered on an individual basis by the employer. Decisions made by the Employer on special situations may be appealed in writing to the LMRC within five working days.



- f) Based on FTE service, all regular and non-regular type 2 faculty members will advance one step up the scale until their achievement of the top step. This step increase is payable on the **next scheduled pay period** following the achievement of one year FTE service.

**9.03 RECONSIDERATION**

Faculty members who join the faculty are eligible to have their starting salary reconsidered on the basis of new information or reinterpretation of existing information for the first four months following the date their employment with the University began.

Subsequently, changes in salary as a result of additional qualifications or re-evaluation of the qualifications acquired before the faculty member was employed at the University will take effect the first of the month following the date of the notification to Human Resource Services.

**ARTICLE 10 – SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS**

**10.01 SALARIES – NON-REGULAR TYPE 1 FACULTY MEMBERS**

Effective April 1, 2010	Contact Hours	Per Semester Credit*	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,883.79	5,651.34	1,304.15	81.51
Reality Environment	20	1,883.79	5,651.34	1,304.15	65.21
Simulation Environment	24	1,883.79	5,651.34	1,304.15	54.34
Individual Learning	24	1,883.79	5,651.34	1,304.15	54.34
Practicum Supervision	32	1,883.79	5,651.34	1,304.15	40.75

This is inclusive of vacation pay.

\* Presume standard 3 credit course

\*\* Normal monthly maximum

- 10.02 There is no obligation on the Employer to offer future contracts to faculty members in this category other than the procedural requirements specified in Article 4.04 (d) and (e).

**ARTICLE 11 – OTHER SALARY PROVISIONS**

**11.01 GUIDED STUDY COURSE CONTRACTS**

- (a) A Guided Study Course contract is an agreement among three parties: the Employer, an instructor and a student. Regulations dealing with Guided Study are found in the University calendar. Regular and non-regular instructors who are not teaching their full course load during the semester may accept up to five Guided Study Course contracts during that semester. No additional fee shall be payable to the instructor under these circumstances. Non-regular and regular faculty members who are part-time or who have a full teaching load, may accept

a Guided Study Course contract or contracts according to the following payment schedule:

\$200 per credit for first student and

\$ 75 per credit for each additional student.

- (b) Guided Study Course sections do not count toward part-time experience increment. Payment will not be made until a final grade, other than "I", is received by the administrator responsible. If a student vanishes or withdraws formally before the end of the course, the instructor will receive fifty percent of the fee.

## **ARTICLE 12 – WORKING CONDITIONS**

### **12.01 NORMAL DUTIES**

- (a) Faculty members are accountable for 10 months of the year. The 10 months accountable time includes such activities as teaching, the counselling of students, curriculum/program development, professional development and participation on a variety of educational committees.
- (b) At least one month before the commencement of any accountable time longer than four consecutive days, and covering activities other than teaching or professional development the faculty member will submit for approval to the appropriate administrator an activity plan for this period. Approval will not be unreasonably withheld.

On an annual basis, the faculty member will submit to the appropriate administrator a written report of their accountable time activities.

- (c) The purposes of curriculum development include course and curriculum expansion and/or maintenance, project and service development
- (d) Within the ten month accountable time, all regular and non-regular type 2 faculty members will normally be assured a minimum of twenty-one (21) working days professional development time. Should any member elect to carry out curriculum development or other accountable, non-teaching work during the period, such work will be subject to the provisions of 12.01(b), or 12.03, if applicable.
- (e) At least one month before the commencement of any period of professional development, the faculty member concerned shall submit to the appropriate administrator an outline of his/her proposed professional development activities. The purposes of professional development for faculty members include maintaining currency in subject matter, instructional processes, technological developments, learning materials, library holdings and professional skills related to their position with the University.

- (f) After consultation with the appropriate professional development committee, the administrator will notify the faculty member of approval, according to the criteria of Article 12.01(e). Approval will not be unreasonably withheld.
- (g) Written reports on professional development activities from faculty members will be appended to the self-evaluation component of performance appraisal reports. On an annual basis, faculty members will confirm completion of approved professional development activities.
- (h) If the needs of the Employer demand and if the Employer in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the administrator responsible. Such carryover of professional development time shall occur only with the agreement of the faculty member.
- (i) There is an inherent assumption that the duties of regular and non-regular type 2 faculty members involve responsibilities beyond those expected of non-regular type 1 faculty members.

## **12.02 CURRICULUM/PROGRAM DEVELOPMENT REQUIRING FUNDING**

The Employer shall maintain a curriculum development fund to be administered by the Education Council. Application for curriculum/program development funds shall be made by the faculty member to the Educational Council or its designate. Faculty members in non-semester based programs or services, whose proposals meet the proposal evaluation criteria, will be given priority in the assignment of funds. Any unused monies will be retained and rolled into the fund the following year.

### 12.03 CONTACT HOURS

Preamble:

- (a) Faculty members, regardless of teaching mode, perform other duties directly related to their teaching. Although these duties will typically vary in degree with the instructional mode, they include in general: class preparation; assessment; meeting with students outside of class; internal liaison with other faculty members and/or staff; and external liaison.

The following descriptions are illustrative rather than exhaustive. The descriptions are not intended to alter existing modes or change past practice.

Weekly

Contact

Hours   Description of Teaching Modes

16   Classroom Related Instruction

In this mode faculty members work directly and continuously, as instructor or facilitator, with groups of students (e.g., seminar, lecture, tutorial, team teaching and co-operative learning).

In this mode the primary focus of faculty work beyond the contact hours is on course, class and assignment preparation, marking and other assessment of student work, and scheduled office hours.

20   Reality Learning Environment

In this mode faculty members work directly with students in an actual work setting to facilitate application of classroom-related and lab-related instruction leading towards development of problem-solving skills in a real life context. Student performance in the work setting is directly supervised by the instructor.

In this mode the primary focus of faculty work beyond the contact hours is preparation for reality learning situations, assessment of students' ability to apply knowledge/skills, and internal and external liaison.

24   Simulated Learning Environment

In this mode, faculty members work directly with students in a simulated environment (e.g., labs, shops and studios) to facilitate accomplishment of program-defined goals related to proficiency development in problem solving and/or manipulating objects and materials.

Although similar projects are usually assigned for all students to work on at the same time, the instructor normally provides direction and feedback to students on a one-to-one basis.

In this mode the primary focus of faculty work beyond the contact hours is on preparation for the simulated learning environment, and liaison with other instructors and/or staff.

24 Individual Learning Environments

In this mode faculty members plan and monitor each student's program within the class, teach mainly on an individual basis, and provide guidance and program adjustments as necessary. Learning is individually-paced.

In this mode the primary focus of faculty beyond the contact hours is on preparation of independent learning materials, assessment, monitoring of student progress, and internal and external liaison.

32 Practicum Supervision/Field Experience

In this mode, faculty members are involved with the student and workplace supervisor in on-the-job training. The primary role of the instructor is to communicate with the student and the supervisor regarding the standard of performance for work competency and to assist in assessment.

In this mode the primary focus of faculty beyond the contact hours is on planning and implementation, external liaison and student assessment.

- (b) Work schedules within the limits of the policy stated above shall be delivered in co-operation with the administrator responsible.
- (c) The average teaching load is determined over an entire academic year; eighteen hours of instruction per week in one semester and fourteen in the other, for example, constitute an average teaching load of sixteen hours for classroom related instructors.
- (d) There will be a maximum of seven hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed by the Union.
- (e) Nothing in this section is to be construed that:
  - (i) the classroom contact hours must be seven hours total per day, or
  - (ii) those contact hours so stated are the total hours work expected from faculty members.
- (f) Nothing in this section will be construed in such a way as to increase the instructional workload schedule over the load prescribed by past practices. The load for an instructor teaching in more than one instructional mode is pro-rated.
- (g) Unless there is prior consent, there shall be a minimum of twelve hours between the end of the regular or non-regular type 2 faculty member's last class one day and the beginning of his/her first class the next day.
- (h) No regular or non-regular type 2 faculty member shall be required to work a day consisting of more than ten hours from the beginning of the first class to the end of the last class without his/her consent.

- (i) Placement of disciplines/programs within this policy shall be undertaken by the administrator responsible in consultation with the faculty members in the discipline or program.
- (j) The faculty are entitled to have two consecutive days per week free of scheduled student contact hours. This entitlement is not intended to preclude other scheduling based on special circumstances or based on mutual agreement.

#### 12.04 WORKLOADS

The parties agree to the following provisions relating to faculty members' workload.

- (a) The registration limits for all courses currently offered by the Employer in the academic, career and technology areas are 35 unless established by practice as lower, excepting:
  - (i) Swing shifts where the limit is the correct multiple of the number of sections involved.
  - (ii) Multiple sections where the limit is the correct multiple of the number of sections involved.

Where the utilization level(s) for educational activity in the theatre(s) at Surrey and Langley Campuses is/are below the previously established (1991-92) Surrey theatre educational activity utilization level, the Employer may require an instructor to teach in this mode.

- (b) The registration limits for English are as follows:
  - (i) Writing and Composition Courses - 25
  - (ii) Writing Skills -17
  - (iii) Creative Writing - 22
  - (iv) Literature - 35
- (c) Registration limits will be measured at the end of late registration.
- (d) The Employer will supply, in consultation with program faculty members and within its budget allocation, non-regular type 1 faculty members to help with peak periods of critiquing of student work in Interior Design where such a need is identified.
- (e) For continuous intake, self-paced day students only, 1/4 time students shall count as 1/3 time, and 1/2 time students will count as 2/3 time in determining workload in Academic and Career Preparation.
- (f) Student/instructor ratios in Academic and Career Preparation are as follows:
  - (i) Intermediate/Advanced Provincial Level Courses -19/1
  - (ii) Fundamental (non-literacy) Level Courses -16/1
  - (iii) Literacy Level Courses -13/1

The above stated limits are subject to alteration if the Ministry changes the formula for funding these classes; generally, as the weighting factor continues to be adjusted upward, the student/instructor ratio will be adjusted downward and vice-versa. The parties agree that workload levels shall be tied to funding levels.

- (g) The registration limits in the Bachelor of Science in Nursing Program are as follows:

<u>Semesters 1 - 5</u>	<u>Class Size Limits</u>
Classroom Related	16
Reality and CPE (1 and 2)	8
Simulation	8
Preceptorship/Practicum/Diploma Exit	20
<u>Semesters 6 - 8</u>	<u>Class Size Limits</u>
"Self and Others" Courses	20
Other Classroom Related	30
Simulation	10
Reality	15
Practicum/CPE (3,4, 5)	8 – 20 depending on mode of instruction

## 12.05 STUDENT INTERVIEW HOURS

Times and places on campus at which faculty members will be available for student interviews shall be published.

## 12.06 COURSE PREPARATIONS

No instructor shall be assigned more than three different course preparations within his/her workload in any semester without his/her consent.

## 12.07 COUNSELLORS, LIBRARIANS AND OTHERS

- (a) Counselling Services Faculty Members

The normal work week for faculty members covered under this section is 35 hours per week. The maximum for direct contact hours with students is 24 hours per week. Individual faculty members may elect to exceed this maximum. Where such faculty members are involved in instructional modes listed in Article 12.03, these shall be pro-rated. Scheduling work shall follow past practices and shall be delivered in cooperation with the administrator responsible. For part-time regular and non-regular faculty type 2 under this article, contact and non-contact hours shall be prorated proportionally.

(b) Librarians

The normal work week for librarians is 35 hours per week. The maximum for reference desk coverage is 20 hours per week. Individual faculty members may elect to exceed this maximum. Where librarians are involved in instructional modes listed in Article 12.03, these shall be pro-rated. For part-time regular and non-regular type 2 librarians, part of their assignment shall be scheduled as non reference desk duties as agreed upon by the librarian and the administrator responsible.

Scheduling work shall follow past practices and shall be delivered in cooperation with the administrator responsible.

(c) Other Faculty Members Not Covered Above

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the administrator responsible. Where other faculty members not covered above and librarians are involved in instructional modes listed in Article 12.03, the workload shall be pro-rated.

## 12.08 PRIOR LEARNING ASSESSMENT

a) Definition

Prior learning assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by faculty members who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

b) Prior Learning Assessment as Workload

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in this Agreement.

c) Training in Prior Learning Assessment

An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to Employer-paid training time and



expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

d) Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

## 12.09 DISTRIBUTED LEARNING

- a) Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.
- b) In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.
- c) For the purposes of this article departments or functional areas are defined as the operational or administrative sub-division within which an employee is appointed and assigned workload and may include geographic limitations.
- d) Subject to mutual agreement, the parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, letters of understanding shall apply.
- e) The employer will provide the necessary technological and Human Resource Services for employees assigned to develop and deliver the program and courses.
- f) The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.
- g) Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- h) Employees shall not be required to deliver distributed learning programs/courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- i) Where an employee has been assigned an online course and agrees to the employer's request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved costs of delivering those courses from home.

- j) No regular employee will be laid off as a direct result of the introduction of distributed learning.

## 12.10 TRAVEL

The Employer being a multi-campus institution, all faculty members are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the University campuses or other locations where classes are scheduled:

- (a) Teaching at two locations on any one day may be required.
- (b) A faculty member shall not be assigned to teach at more than two locations in any semester without his/her consent.
- (c) A mileage allowance of 47 cents per kilometre. If the employer adjusts the mileage rates for administrators during the life of this Agreement, the above rates will be amended accordingly. Mileage will be paid for authorized University travel on the following basis:
  - the first campus reported to each day will for the purpose of this article be the home campus for that day and inter-campus mileage will accumulate from that location.
  - there will be no mileage claim allowed for travel from the last campus to home.
- (d) In the event a faculty member is required by the Employer to report to more than one campus per day in excess of six days per month, on a regular and continuing basis, the faculty member shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC class 07 (business) premium that is over and above that for a class 02 (pleasure, drive to work or school). Such reimbursement is limited to one vehicle per faculty member and it is the responsibility of the faculty member to purchase class 07 vehicle insurance when necessary.
- (e) Unreserved annual parking pass rates will be \$120.00 per year. Reserved annual parking pass rates will be \$200.00 per year.

## 12.11 OFFICE SPACE

All faculty members teaching one-half time or more shall be provided with office space on the campus where the majority of their courses are taught. Further, the Employer will, upon the request of a faculty member, complete Income Tax Form No.T2200 (Declaration of Employment Conditions - Office or Employment Expense).

**12.12 VACATION**

- (a) The annual vacation entitlement for regular faculty members will consist of 42 working days. Vacation days are intended to be 24-hour days free from scheduled contact hours; however, faculty may choose to take partial vacation days.
- (b) In areas of the University that must, by the nature of their work, operate on a more or less continuous basis, such as the Libraries, Admissions or Counselling, the administrator responsible, on consultation collectively with all available regular and non-regular type 2 faculty members in the Division, shall recommend to the Employer suitable levels of operation to be maintained at varying times of the year, and set guidelines for the scheduling of vacation time. Employee preferences for vacation schedules will be taken into consideration in those guidelines.
- (c) If the needs of the Employer demand and if the Employer in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with his/her regular annual vacation, as may be agreed between the faculty member and the administrator responsible. Such carryover of vacation shall occur only with the agreement of the faculty member.
- (d) A regular faculty member who worked less than a complete ten (10) months' accountable time during an academic year shall earn vacation entitlement at the rate of 4.2 days for each month in which the regular faculty member has worked at least ten (10) days. For the purpose of this clause, work shall include and be limited to: all accountable time as specified in Article 12.01(a), all salary continuance time as specified in 15.06(a), all time spent on leave with pay under Articles 3.11, 13.03, 13.04, and 14, and time spent on suspension with pay under 17.05.
- (e) Where a faculty member voluntarily elects to teach in three semesters, vacation time will be scheduled intermittently throughout the academic year, taking operational requirements into account.

**12.13 GENERAL HOLIDAYS**

- (a) The following have been designated as paid general holidays:

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Labour Day	New Year's Eve Day
	New Year's Day

- and any other holiday proclaimed as a holiday by Federal or Provincial Government legislation.
- (b) Payment for paid holidays will be made at the rate of basic pay that the faculty member is receiving at the time of the holiday.
- (c)
  - (i) Faculty members must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday;
  - (ii) It is agreed that regular faculty members, who on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 3.11, 12.12, 13.03, 13.04, 14 and 17.06(h), shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.
- (d) It is agreed that holiday pay is already included in the annual or pro-rata basic pay of regular faculty members and is included in the Per Semester Credit or Monthly F.T. Equivalent or Weekly Equivalent basic pay of non-regular type 1 faculty members. In the event faculty members do not meet the qualifying conditions in Article 12.13(c) an amount equivalent to one (1) day's basic pay will be deducted from the annual or pro-rata basic pay or basic contract pay.
- (e) For the faculty member whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement, and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

#### **12.14 PROFESSIONAL MEMBERSHIP DUES AND FEES**

Where the Employer requires, as a condition of continuing employment, that a regular faculty member maintain a specified professional association membership, the Employer will pay the annual dues required to maintain such membership.

#### **12.15 LEAVE OF ABSENCE FOR UNIVERSITY COMMITTEES**

An employee whose assigned work schedule would prevent her/him from attending meetings of a University committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meetings(s).

Where such leave is granted, the Employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

#### **12.16 CHRISTMAS BREAK**

The break between Christmas and New Year's shall be accountable time for all faculty and shall not require attendance on campus.

In areas of the University that must, by the nature of their work, operate on a more or less continuous basis, such as the Libraries, Admissions or Counselling, the administrator responsible on consultation collectively with all available regular and non-regular type 2 members in division, shall recommend to the employer suitable levels of operation to be maintained during this break.

#### **12.17 SCHOLARLY ACTIVITY**

The parties recognize that research and scholarly activity have always been an integral component of faculty work at Kwantlen Polytechnic University. Research and scholarship inform teaching, curriculum and teaching practices, enhance the knowledge of faculty and students, and enable faculty members to remain intellectually stimulated and current in their fields. Scholarly activity is a dynamic process consisting of the following interrelated components: discovery, application, integration, teaching and learning, and creative artistry.

Nothing in this provision shall be construed as increasing a faculty member's assigned workload.

#### **12.18 ACADEMIC FREEDOM**

**Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University as well as in its scholarship and research. Every faculty employee is entitled to exercise academic freedom in the performance of their duties.**

**Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:**

- a) Freedom in the conduct of teaching;**
- b) Freedom in undertaking research and making public the results thereof;**
- c) Freedom from institutional censorship.**

**Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.**

**12.19 READING BREAK**

**The University schedules a “student reading break” each year. The purpose of the break is to allow students time for activities such as non-classroom contact with instructors, work on assignments and reading. The break period is accountable time for faculty for such activities as student interviews, meetings, course preparation and curriculum development.**

**ARTICLE 13 – LEAVES****13.01 PREAMBLE**

(a) All references within the leave provisions of this Agreement include heterosexual, common-law, and same sex partners.

(b) Seniority Accrual

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

(c) Retention of Status

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave. On returning from any leave of absence under Article 13, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties without loss of FTE service or benefits. However, this does not preclude the Employer from laying off the regular faculty member under Article 7 while the regular faculty member is on a leave of absence under Article 13.

(d) Benefits While on Leave

An employee will continue to receive her/his salary and benefits while on paid leave under this article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the provisions of this Agreement.

**13.02 GENERAL LEAVE**

The Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

### 13.03 BEREAVEMENT LEAVE

- (a) An employee will be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the Employer. The Employer may grant additional leave with pay.

For the purpose of this clause, family member is defined as a faculty member's parent, spouse, child, brother, sister, parents-in-law, children's spouses, foster parent, step child, foster child, grandparents and any other person living in the same household who is dependent on the employee.

- (b) One day to attend a funeral.

### 13.04 JURY DUTY AND COURT APPEARANCES

- (a) Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding.
- (b) When a faculty member is required to appear in court in his/her own defence he/she shall receive a leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 17.05.
- (c) An employee in receipt of pay or benefits under this article has the responsibility to reimburse the Employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the Employer.

### 13.05 LEAVE OF ABSENCE WITHOUT PAY

- (a) Full or part-time leave of absence without pay may be granted at the discretion of the Employer. Faculty members may apply for job-sharing under the provision for part-time leave of absence.

Applications shall be made in writing to the administrator responsible.

All applications will be dealt with promptly and will not be unreasonably denied, nor dealt with in a discriminatory manner. The reply to an application for leave will be in writing.

Except in the case of leaves for short-term emergencies of thirty (30) days or less, the Employer may, at its discretion, require that the length of a leave coincide with the beginning or end of a semester or term of instruction.

- (b) Where a leave is granted, the faculty member's performance evaluation shall be extended accordingly.

- (c) No salary increment is payable for a period of leave of absence without pay unless the University President, upon written request from the faculty member concerned, decides the leave is spent in the activities relevant to the University curriculum. In this case, the faculty member will receive any salary adjustments for which he/she would normally be eligible. In the event that the University President judges that the activities are not relevant to the University curriculum, he/she will advise the faculty member as to the reasons for his/her decision in writing before the leave commences.
- (d) No benefits shall be payable by the Employer for faculty members on leave without pay, except as provided in this Agreement. For faculty members on part-time leave without pay, benefit premiums shall be payable by the Employer on a pro rata basis.

If a faculty member proceeding on leave without pay makes a prior payment to the Employer of both the faculty member's share and the Employer's share (pro-rated, if applicable) of any or all of the following benefits, the Employer shall remit these payments to ensure continuous coverage: Life Insurance, Medical Services Plan of BC, Extended Health, Dental, Short and Long Term Disability and AD&D.

- (e) For leaves of longer than four (4) months, the faculty member, no later than four (4) months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.
- (f) Employees shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty member's contract year.

### **13.06 LEAVE OF ABSENCE WITHOUT PAY – NON-REGULAR TYPE 1 FACULTY MEMBERS**

Non-regular type 1 instructors who are unable to fulfil the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s). (See also Article 15.07)

### **13.07 MATERNITY AND PARENTAL LEAVE**

- (a) Definitions
  - (i) “Base Salary” is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in this Agreement.



(b) Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

A faculty member requesting maternity leave shall provide a certificate from a doctor stating the faculty member is pregnant and delivery of a child will probably occur on or about a specific date.

(c) Commencement of Leave

Leave taken under this Article shall commence:

- (i) for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within 52 weeks of the birth unless the Employer and the employee agree otherwise.
- (ii) for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.
- (iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

(d) Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under this Article. For the period of the leave, premium and pension contribution payment will be as follows:

- (i) Premium payment for benefit coverage shall be on the same basis as if the faculty member were not on leave.
- (ii) Contributions for pensionable service shall be on the same basis as if the faculty member were not on leave. Where a faculty member elects to buy back pensionable service for part or all of the parental leave, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

(e) Return to Work

- (i) A faculty member who returns to work following a parental leave shall retain the FTE service the faculty member had attained prior to the leave and shall accrue FTE service for the period of leave.
- (ii) A faculty member who returns to work following a parental leave, shall be placed in the position the faculty member held prior to the leave or in a comparable position.

- (iii) A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.
- (iv) Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the parties will negotiate mutually acceptable dates.
- (v) A faculty member on leave under Article 13.07 may apply in writing to return to work on a graduated basis prior to the expiry of the leave. Where such an application is made, the parties shall meet and endeavour to develop a mutually acceptable graduated return to work plan.

(f) Supplemental Employment Benefit for Maternity and Parental Leave

When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (i) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- (ii) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five (95%) of her salary calculated on her average base salary.
- (iii) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on her average base salary.
- (iv) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
- (v) The average base salary for the purpose of (i) through (iv) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- (vi) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

- (vii) If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

### **13.08 FAMILY ILLNESS LEAVE**

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family leave may be granted by the Employer. For the purpose of this clause, family member is defined as a faculty member's parent, spouse, child, brother, sister, parents-in-law, children's spouses, foster parent, step child, foster child, grandparents and any other person living in the same household who is dependent on the employee.

### **13.09 COMPASSIONATE CARE LEAVE**

- (a) Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

For the purpose of this Article 13.09, "Family Member" is defined as one of the persons listed in Appendix D, Family Members for the Purpose of Article 13.09 Compassionate Care Leave.

- (b) Benefits

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- i) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- ii) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- iii) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as a continuous employment for the purposes of seniority accrual under this Agreement.
- iv) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

(c) Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified above. Such additional leave shall be pursuant to Article 13.02 General Leave.

### 13.10 PUBLIC DUTIES

- (a) The Employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves will not be unreasonably denied.
- (b) The Employer will grant a leave of absence without pay to an employee:
- (i) to seek election in a municipal, provincial or federal election to a maximum of ninety days.
  - (ii) Where elected to public office, for up to two (2) consecutive terms.
- (c) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on Employer time, premises or with Employer equipment/services.
- (d) The regular faculty member will pay the Employer's share of fringe benefit premiums.

### 13.11 SECONDMENT/EXCHANGE LEAVE

- (a) A faculty member may apply to the Employer for secondment/exchange leave. Applications shall be made in writing to the administrator responsible. An exchange or secondment leave shall be for the purpose of enabling a faculty member to teach or to provide services at another institution, government, or in business/industry. During a secondment, the institution, government, or business/industry organization at which the faculty member is appointed shall be expected to reimburse the Employer for the faculty member's full salary and benefits. In an exchange leave, the Employer shall continue to pay its faculty member who has agreed to exchange duties with a faculty member from another institution, government, or business/industry. The faculty member from another institution, government or business/industry shall not be considered a member of the bargaining unit for the duration of the exchange.
- (b) A secondment/exchange leave may be for a period of up to one year, and may be renewed upon written application to the Employer.
- (c) All applications will be dealt with promptly and will not be considered in an arbitrary or discriminatory manner. The reply to an application for secondment/exchange leave will be in writing.

**13.12 DEFERRED SALARY LEAVE**

The Employer ratifying this Agreement will continue a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act.

**ARTICLE 14 – EDUCATIONAL LEAVE**

**14.01** Educational leave is a period of paid leave enabling a regular faculty member to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or personal development recognized as beneficial to the Employer.

**14.02** Educational leave may be used for any of the following:

- updating experience in business, industry, community service, etc.;
- to further a faculty member's education;
- studying in-depth comparative systems and methods at different institutions;
- studies relevant to the Employer curriculum;
- research and/or publication of research (through electronic, print or media) relevant to the discipline, program or area of study;
- studying new technological developments related to the instructional or administrative role of the faculty member; and
- other activities calculated to be of mutual benefit to the University community and the faculty member.

**14.03** All regular faculty members are eligible for the two options specified in Articles 14.05 and 14.06, provided that minimum service requirements have been satisfied prior to commencement of the leave, and that a suitable replacement can be found for the period of absence. Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

**14.04** Faculty members who have been previously employed by the University shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming non-regular experience for minimum service requirements shall be eligible to take educational leave until he/she has completed two years of regular service.

- 14.05** After a period of three years of full-time equivalent service a faculty member may receive four months' leave.
- 14.06** After a period of six years of full-time equivalent service a faculty member may receive one year's leave.
- 14.07** Variations in the dates of educational leave are possible.
- 14.08**
- (a) Faculty members on educational leave shall receive a salary 80% of the salary a faculty member would otherwise receive were he/she not on leave, unless the faculty member receives a grant, bursary, stipend, salary or other award, the value of which exceeds 20% of salary during the leave period: should this occur, the Employer will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. There is no limit to the amount of grants a faculty member may receive on leave.
  - (b)
    - (i) Educational leave under Article 14.05 will entitle a faculty member to a six month period at 80% of salary, excepting where the conditions of Article 14.08(a) apply;
    - (ii) Educational leave under Article 14.06 will entitle a faculty member to a twelve month period at 80% of salary, excepting where the conditions of Article 14.08(a) apply;
    - (iii) A faculty member will be returned to full salary immediately upon his/her return to work.
- 14.09**
- (a) The Employer will allocate an amount equal to 1.6% of the regular and non-regular type 2 faculty members' salary budget (minimum floor of \$45,000) to pay the cost of replacing faculty members on educational leave during the fiscal year.  
  
The Union shall be notified of this amount based on the nominal roll as of 1 January.
  - (b) Funds allocated to the Educational Leave Fund that are not used in the current year will be carried forward for use in the subsequent year. Overuse of funds in the current year will be offset in the subsequent year.
- 14.10** Three times a year - March 30, September 30, and January 30 - the Employer shall provide the Union with a listing of the funds committed and expended for educational leave purposes.
- 14.11** Members of the faculty on educational leave will receive any salary adjustments for which they would normally be eligible. The Employer will continue its full contributions to the benefit plans outlined in Article 15 for faculty members on educational leave.

- 14.12** Travelling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.
- 14.13** The Employer's contribution towards the educational leave salary shall be a debt by the faculty member to the Employer which shall be cancelled after a period of one year's service following a one-semester leave, or two years' service following a one-year leave; any debt adjustment shall be in these proportions.
- 14.14** Applications for leaves commencing in the next fiscal year (April 1 - March 31) shall be submitted by December 1st in the following manner:
- written applications are to be submitted to the administrator responsible, who will circulate the application to the appropriate groups (e.g., discipline, program, campus) and the applicant's administrator for comment on the value of the educational leave and the desirable form of replacement;
  - the application, together with the comments and recommendations, will then be submitted to the Educational Leave Committee, with a copy to the applicant;
  - the Educational Leave Committee will request the applicant to appear before the Committee to support his/her application.
- 14.15** The Educational Leave Committee will consider all applications submitted by the December 1st date and, by February 28th, will forward their ranked recommendations, together with their rationale for same, to the University President. The Committee's report will state which applications it believes should be granted. Also, the Committee will send a copy of its report to the applicants.
- 14.16** By March 15th the University President will advise the applicants of his/her final decision.
- 14.17** Applications submitted after December 1st will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Educational Leave Committee and the University President.
- 14.18** The Educational Leave Committee shall be composed of one representative elected from each professional development committee, and the administrator responsible. The elected representatives shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one calendar year.
- 14.19** Faculty members have an obligation to maintain contact with the Employer through their leave and to confirm their date of return no later than 40 calendar days prior to the agreed date.
- 14.20** Faculty members are required within two months of returning, to submit a final report to the President. As well, they will be expected to participate in educational activities

resulting from their educational leave, such as curriculum revision/development and presentations at professional development days.

- 14.21** On returning from education leave under Article 14, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties, without loss of FTE service or benefits. However, this does not preclude the Employer from laying off the regular faculty member under Article 7 while the regular faculty member is on educational leave under Article 14.

## **ARTICLE 15 – HEALTH AND WELFARE**

### **15.01 MEDICAL COVERAGE**

(a) Basic Medical Insurance

The Employer is registered with the Provincial Government to provide all eligible faculty members a basic medical plan in accordance with the Medical Services Plan of British Columbia. The monthly premium of the plan is assumed totally by the Employer for each eligible faculty member. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

(b) Extended Health Benefits

- (i) The Employer, by means of a policy issued by the insurance company, provides extended health benefits to all eligible faculty members. The monthly premium for this benefit is assumed totally by the Employer for each eligible faculty member, spouse/common-law spouse and his/her dependants. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.
- (ii) Total lifetime coverage maximum is unlimited.
- (iii) Re-imbusement level on claims is 95%.
- (iv) Hearing Aid benefit claims shall be reimbursed to a maximum of \$600.00 every sixty (60) consecutive months.
- (v) Vision Care benefit claims shall be reimbursed to a maximum of \$500.00 during any twenty-four (24) consecutive month period for lenses and frames or contact lenses or laser eye surgery.
- (vi) Eye examinations shall be reimbursed to a maximum benefit of \$75.00 during any twenty-four (24) consecutive month period.



- (vii) Eligible out-of-province/country medical expenses, excluding hospital charges, shall not exceed \$25,000.00 in any twenty-four (24) month period.
- (viii) Health and welfare benefit coverage shall cease on the day that an employee's employment terminates.

### **15.02 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

- (a) The Employer, by means of a policy issued by an insurance company, provides group life and accidental death and dismemberment insurance for all eligible faculty members. Participation in this plan is a condition of employment.
- (b) Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary to a maximum of \$250,000.

The premiums for the Life and Accidental Death and Dismemberment Insurance Plans are paid by the Employer. The Employer agrees to make available optional voluntary life insurance (maximum \$200,000) for eligible faculty members and their spouse/common-law spouse, subject to the applicant meeting insurance company requirements. All premiums for this optional life insurance will be paid by the faculty member.

Life insurance benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitations specified in the plan including eligibility requirements.

### **15.03 DENTAL PLAN**

The Employer pays the entire premium of a comprehensive dental plan. The plan pays for service for eligible faculty members, their spouse/common-law spouse and his/her dependants.

- A. 100% of basic services, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, orthodontics and periodontics;

Cleaning of the teeth (prophylaxis and scaling) shall be every nine (9) months except for dependent children under age 19, and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix A.

- B. 50% of restorative services such as crowns, bridges and dentures and oral surgery;
- C. 50% of orthodontic treatment to a maximum of \$2,500 per lifetime for dependent children ages 6 – 18.

Dental benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan, and subject to the limitations specified in the plan. The Group Policy, available for consultation in the Human Resource Services Department should be consulted for full details of the Plan.

#### **15.04 LEVEL OF HEALTH AND WELFARE BENEFITS**

There will be no change to the level of health and welfare benefits without prior consultation between the parties.

#### **15.05 TERMINATION OF COVERAGE**

Retiring employees who are eligible under the collective agreement for health and welfare benefits, and who have applied for College Pension Plan benefits, will maintain coverage until the commencement of Pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

#### **15.06 DISABILITY BENEFITS**

- (a) Faculty members do not accumulate sick leave benefits; rather the Employer pays an absent member his/her full salary for an absence not exceeding thirty (30) calendar days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the Employer's choice. The thirty calendar day period is accumulative to the extent that if a faculty member is absent, returns before thirty calendar days, and then within fourteen calendar days is absent again for the same or related illness, this counts as one thirty calendar day elimination period.
- (b) Any faculty member absent through illness or who expects to be absent will notify the Employer.
- (c) The Employer shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement.
- (d) The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:
  - (i) Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
  - (ii) Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan

- (iii) Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability
  - (iv) Employer payment of premiums for both short-term and long-term disability benefits
  - (v) Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors)
  - (vi) Mandatory rehabilitation as described in the JCBA plan
  - (vii) Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload.
- (e) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.
- (f) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement.

#### **15.07 SICK LEAVE – NON-REGULAR TYPE 1 FACULTY MEMBERS**

Article 15.06 (a) through (e) do not apply to non-regular type 1 faculty members. The Employer shall establish a fund of \$10,000 per fiscal year, from which non-regular faculty members may draw sick leave benefits as specified in Article 15.06(a). The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to non-regular type 1 faculty members during the fiscal year. Any monies in the fund not spent at the end of one fiscal year shall be carried forward to the following year.

#### **15.08 COLLEGE PENSION PLAN**

- (a) Enrolment in the College Pension Plan shall be as set out in the *Public Sector Pension Plans Act*, Schedule A, the College Pension Plan Regulation, and any other applicable regulations. The Act and the regulations should be consulted for details.
- (b) The Employer will encourage those employees who are not required to enrol in the College Pension Plan to do so.

However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so, subject to Pension regulations and guidelines.

#### **15.09 REQUIRED DEDUCTIONS**

- (a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.
- (b) Required E.I. contributions are deducted in accordance with existing legislation.

**15.10** The Employer agrees to supply the Union with a copy of the faculty member benefit plans in force.

#### **ARTICLE 16 – PROFESSIONAL DEVELOPMENT**

- 16.01**
- (a) For the purposes of allocating professional development funds there shall be the following groupings of programs/disciplines and each grouping shall have a Professional Development Committee:
    - (i) Science (including Biology, Chemistry, Physics and Applied Science), Mathematics, Environmental Protection Technology and Horticulture (including Greenhouse Production, Turf Management, Landscape Design and Maintenance, Commercial Floristry and Horticulture Apprenticeship). ★ Horticulture is currently a separate grouping but may merge with this grouping at some point to be determined.
    - (ii) Humanities (including English, Creative Writing, Fine Arts, Modern Languages, Philosophy/Humanities, Music)
    - (iii) Social Sciences (including Anthropology, Criminology, Geography/Geology, History, Political Science, Psychology, Sociology)
    - (iv) Applied Design and Communications (including Fashion Design & Technology, Interdisciplinary Design Studies, Graphics & Visual Design, Interior Design, Journalism, Public Relations)
    - (v) Community and Health Studies (including Bachelor of Science in Nursing Program, Refresher Nurse Programs, Nursing Resource Centre, Community Support Worker, Support/Resident Care Attendant, Wellness Centre, Gerontology Based Recreation, Special Education Teacher Assistant Program, Health Unit Coordinator)
    - (vi) Business (including Accounting, Business Management, Economics, CPSC/CISY, CBSY, Applied Business Technology, Marketing, Applied Communications, HRDC Entrepreneurship Program and Entrepreneurial Leadership)

- (vii) Applied Technology, Trades and Vocational (including Appliance Servicing and Repair, Apprentice Partsman, Apprentice Automotive Service Technician, Automotive Service Technician, Apprentice Cement Mason, Apprentice Floor Covering, Masonry, Building Construction, Apprentice Millwright, Millwright, Outdoor Power Equipment Technician, Parts/Light Warehousing, Professional Development Support Services, Upholstery/Auto Trim, Welding, Drafting, Farrier Training, Public Safety Communications)
- (viii) Qualifying Studies and Student Services (including Counselling, English Language Studies, Access Programs for People with Disabilities, Learning Centre, Academic and Career Preparation, Employment and Educational Access, Student Life and Development)
- (ix) Library and Cooperative Education

Should the Employer establish a new discipline/program or move an existing discipline/program it will consult with the Union regarding the grouping into which the discipline/program shall be placed by the Employer.

- (b) The elected members of the Professional Development Committee for each group shall be at least three in number, or fewer if there are fewer faculty in the group. Elections shall be held in February/March every two years so that the new Committee takes effect April 1. One of the elected members shall be elected as Professional Development Chairperson.
- (c) Should the members fail to elect a Professional Development Committee before April 1, the Employer shall assign an administrator to perform all the functions of the Committee until such time as the faculty members elect the Committee members.
- (d) One of the members of each Professional Development Committee shall be elected to serve as the representative to the Educational Leave Committee. This elected member shall serve for two academic years.
- (e) Each Professional Development Committee has the responsibility of promoting, within the group, activities to enhance the academic, technical, and educational standards of the programs/disciplines. The Employer shall provide the appropriate Professional Development Committee with copies of any reports on professional development activities funded under Article 16.01.
- (f) In addition, each Committee has the responsibility of drawing up guidelines for the disbursement of professional development funds and receiving from the faculty members', applications for the use of such funds. These guidelines shall include that the proposed activity will be of benefit to the faculty member and the Employer. Such applications, together with each Committee's recommendation shall be forwarded to the appropriate administrator. Disbursement shall be over the signature of the administrator.

Approval will not be unreasonably withheld.

If the administrator does not sign the request, the Chairperson of the appropriate Professional Development Committee and the applicant shall be informed immediately and a reason shall be supplied. Where the administrator withholds approval, the matter may be appealed to the Labour Management Relations Committee by the Professional Development Committee. The LMRC will issue a final and binding decision within 5 days of receiving the appeal.

- (g) A budget of \$550.00 for each full-time equivalent faculty member in a group (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.
- (h) Three times a year - March 30, September 30, and November 30 - the Employer shall provide each Professional Development Committee and the Union with a listing of the professional development funds committed and expended by that Committee.
- (i) Funds allocated to the Professional Development funds that are not used in the current year will be carried forward for use in the subsequent year within that Article 16.01(a) grouping. Overuse of funds in the current year will be offset in the subsequent year within that grouping.

## **16.02 ORIENTATION OF NEW FACULTY MEMBERS**

The Professional Development Advisory Committee established in Article 16.03(c) shall develop, by June 30th of each year, an outline for orientation of new faculty members. Such outline may provide for instructional skill development activities. The Union shall have the right to make a presentation by one member of the Union of no more than thirty (30) minutes as part of this orientation.

## **16.03 PROFESSIONAL DEVELOPMENT PROGRAM**

- (a) The parties agree to continue a Professional Development Program for the maintenance and development of the faculty members' professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence, including instructional skills, are the primary professional development activities of faculty members.
- (b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.

- (c) A joint advisory committee consisting of three regular faculty members who shall be elected by and are P.D. Committee Chairpersons and three administrators shall make recommendations for the operation, financing and management of the Professional Development Program.

#### 16.04 PERSONAL PROFESSIONAL DEVELOPMENT FUNDS

- a) Eligibility

A budget of \$100 for each regular and non-regular type 2 faculty member shall be allocated each year. These funds will be held centrally and disbursed according to established accepted professional development activities to a maximum of \$100 per faculty member.

Personal professional development activities should be consistent with generally accepted professional development activities. Eligible expenses may include:

- (i) Travel, registration fees, tuition fees and associated expenses related to meetings, conferences, workshops, seminars, or other similar professional activities, and expenses not covered by or in excess of monies available from other funds for similar purposes;
- (ii) Membership fees in learned societies, service organizations and professional organizations;
- (iii) Books; subscriptions to scholarly and professional journals, magazines and newspapers; and computer software.

- (b) Budget

The budget will be established based upon the number of regular and non-regular type 2 faculty members provided in the enrolment and staffing report of October 31<sup>st</sup> of the previous year. Funds not expended in the fiscal year will be carried forward and added to the funds available for **Education Leave under Article 14.09 unless the parties mutually agree to add to the funds for** sick leave for non-regular type 1 faculty members under Article 15.07 in the following fiscal year. **Provided that excess personal-professional development funds exist, the parties agree that these funds will be added to the non-regular type 1 faculty sick leave fund when that fund falls below the equivalent salary of 0.5 FTE Step 11 of Article 9.**

- (c) Procedures to Claim Reimbursement

- (i) To claim reimbursement, faculty members must send a completed expense claim (signed by the faculty member) to the Finance Department by March 15. Claims received after this date will be returned to the employee.
- (ii) Original receipts must accompany all claims for reimbursement and fall within the current fiscal year.

- (iii) Eligible members may submit their claims at any point after expenses are incurred.
- (iv) The Employer shall process and reimburse expenses in accordance with expense reimbursement cycles.

## **16.05 FACULTY PROFESSIONAL DEVELOPMENT FUND**

### **1. PURPOSE**

**The Faculty Professional Development Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. This fund is not meant to replace any existing development or educational funds.**

### **2. FUND**

**This fund's budget for each fiscal year will be set at point six of one percent (0.6%) of regular and non-regular faculty salary for the institution based on the nominal role as of January 1 of the previous fiscal year.**

### **3. CRITERIA AND PROCESS**

#### **a) CRITERIA**

**All proposals will be assessed against the following criteria:**

- **Degree to which professional development, performance, expertise and/or career plans of the applicant(s) are enhanced**
- **Degree to which the proposal is related to the applicant's work at Kwantlen Polytechnic University, including benefits to the applicant, the institution and students.**

**Institutional priorities will be considered in the assessment of all proposals. Such priorities will assist faculty to remain current and active in their discipline and program. Priorities will be included in the communication calling for proposals.**

**Examples of activities could include the following:**

- **Tuition for degree completion**
- **Industry based or specialty training**
- **Approved replacement costs for specific training**
- **Leave from teaching for Research and/or Scholarship**



b) PROCESS

All faculty members are eligible to apply to this fund, though preference will be given to post probationary faculty.

Applications will be accepted 3 times per year:

- Feb 1
- June 1
- October 1

Adjudication: Applications will be made to the applicable senior administrator or designate who will approve applications for funding based on the process and criteria established by the joint committee. The senior administrator is responsible for the final approval of applications.

Applications may be approved for activities that occur in a subsequent fiscal year(s). Activities that extend over multiple years are subject to the requirement to demonstrate suitable progress on the application approved. Failure to comply will result in denial of committed funds.

Applications will be reviewed by a panel of three (3) members of the senior administration and three (3) faculty members appointed by the Union. This panel will make recommendations to the Senior Administrators responsible for the final approval of applications.

The Senior Administrators' decisions will be communicated to applicants within one month after the submission deadline date.

c) OTHER GUIDELINES

All applications must include a letter of recommendation from the appropriate Dean. The minimum award will be \$1000.

Significant applications are encouraged. Up to one year time release may be approved, in exceptional circumstances. For applications up to \$20,000, two letters of reference from faculty colleagues are required.

For applications over \$20,000, an additional external letter of reference is required. For applications involving degree completion or equivalent, evidence is required that the applicant has made demonstrable efforts to obtain funding through the host institution.

Should an applicant funded for full-time time release receive a grant, bursary, stipend, salary or other award, Kwantlen will reduce the allocation from this fund so that the total monies received by the faculty member equal the faculty member's full-time salary.

Faculty members receiving funds are expected to continue their employment at Kwantlen Polytechnic University. If they resign, the funds will be recovered as follows:

- **Full recovery if subsequent service is one year or less.**
- **Fifty percent recovery if subsequent service is two years or less, but greater than 1 year.**

**Within 2 months of completion of any activity funded through this process, the faculty member must submit a report demonstrating the extent to which proposed outcomes were achieved to the Senior Administrators and to their Dean.**

## **ARTICLE 17 – DISPUTE RESOLUTION**

### **17.01 INTERPRETATION**

Where a difference arises between the parties relating to the interpretation of this Agreement, it may be settled by means of a jointly agreed to interpretation signed by the University President and the President of the Union, or their designates.

### **17.02 GRIEVANCE PROCEDURE**

- (a) A grievance is any complaint relating to the application, operation or alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable.
- (b) The parties recognize the importance of confidentiality in all grievance proceedings and will endeavour to maintain confidentiality during each grievance process.
- (c) In Article 17 of this Agreement, “weekday” means Monday through Friday, excluding statutory holidays and other days when Kwantlen Polytechnic University is closed.
- (d) Informal Resolution

A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to his/her employment with the appropriate administrator to resolve the matter promptly and informally. The services of the Union Representatives are available to assist in informal resolution of these matters.

Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the Employer, the Union, or any other faculty member.

If the Union is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Union may initiate a grievance on the informal resolution.

(e) **Step 1**

All formal grievances shall be initiated by the Union in writing within twenty (20) weekdays of the time that the Union could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) weekdays of the completion of any attempt at informal resolution under Article 17.02(d), whichever date is later. The grievance shall be directed to the administrator responsible. The written grievance shall cite the articles in question, describe the alleged violation(s), and state the remedy sought.

Within five (5) weekdays of receipt of a written grievance, the administrator shall discuss the grievance with a representative of the Union. The faculty member may choose to be present. Within eight (8) weekdays of the Step 1 meeting, the administrator responsible shall provide the Union with a written reply.

(f) **Step 2**

If the grievance is not satisfactorily resolved at Step 1, the matter shall be referred to a more senior administrator who shall meet with a representative of the Union within seven (7) weekdays of the referral to Step 2, and shall reply in writing within ten (10) weekdays of the Step 2 meeting.

(g) **Step 3**

If the grievance is not satisfactorily resolved at Step 2, the matter shall be referred to the University President or his/her designate, who shall meet with a representative of the Union within seven (7) weekdays of the referral to Step 3 and shall reply in writing within ten (10) weekdays of the Step 3 meeting.

(h) If a satisfactory settlement has not been reached at Step 3, the matter shall be dealt with by arbitration as set forth in Article 17.03.

(i) A policy grievance may be advanced immediately to Step 2 at the request of either party, unless the parties agree that the grievance may be advanced to Step 3.

(j) If a grievance is not advanced to the next stage within fourteen (14) weekdays after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.

(k) Any time limit and/or stage in the grievance process may be waived or extended by agreement between the parties.

(l) It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal

procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits specified in Article 17 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

### 17.03 ARBITRATION

- (a) Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of their work, may, after exhausting any grievance procedures established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.

- (b) Within ten (10) weekdays of the delivery and receipt of the reference to arbitration, the parties shall meet to select an arbitrator. In the event that the parties cannot agree upon the selection of an arbitrator, either party or both of the parties may request the Minister of Labour to appoint an arbitrator.

- (c) Procedure

The arbitrator will determine his/her own procedure in accordance with the Labour Relations Code of B.C. and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within a reasonable time.

- (d) Jurisdiction and Authority

- (i) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 8 of the Labour Relations Code of B.C., the Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. He/she shall not have the jurisdiction to alter, amend, add to or delete from any of the provisions of this Agreement, or make any decision which is inconsistent with the provisions of this Agreement;

- (ii) The Arbitrator shall have the authority to allow all reasonable amendments to the grievance, and the authority to waive procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case;

- (iii) Where a difference arises between the parties involving the question as to whether a matter is arbitrable, that issue shall be referred to the Arbitrator and that reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

(e) Expenses and Costs of Arbitration

Each party shall pay its own expenses and costs of arbitration. The remuneration and disbursements of the Arbitrator, and of stenographic and related expenses shall be divided equally between the Employer and the Union.

(f) Amending Time Limits

The time limits fixed in this arbitration procedure may be altered by mutual consent of the parties, but the same must be confirmed in writing.

#### **17.04 REMEDIATION**

Prior to initiating formal disciplinary action pursuant to Article 17.05, the Employer may attempt to resolve matters of discipline informally. However, this shall not restrict the right of the Employer to consult with or otherwise counsel faculty members regarding their conduct. The faculty member shall be given the opportunity to have a Union representative present at any meeting related to the informal resolution of a dispute that could lead to discipline.

#### **17.05 DISCIPLINE, SUSPENSION AND DISMISSAL**

- (a) No faculty member shall be disciplined, suspended or dismissed without just and reasonable cause. The faculty member shall be given the opportunity to be represented by a Union representative at meetings under Article 17.05 and the Union shall be notified that the member has been so advised. There shall be no delay of the meeting being scheduled.
- (b) (i) Prior to the imposition of a suspension or dismissal, the appropriate representative of the Employer shall meet, where possible, with the faculty member who is to be suspended or dismissed. The Employer at their meeting shall inform the faculty member of the Employer's reasons for taking such action;
- (ii) In the event the Employer is unable to arrange such a meeting with the faculty member, then the Employer shall instead arrange the Article 17.05(b)(i) meeting with the Vice-President - Grievances of the Union, or his/her delegate. The Union agrees to meet with the Employer within three (3) weekdays of receiving a request for such a meeting. The Union representative may bring a second Union member to the meeting;
- (iii) Notwithstanding Articles 17.04, 17.05(b)(i) and (b)(ii), the Employer may impose immediate disciplinary action, up to and including dismissal, where, in the view of the Employer, failure to take such action may result in damage to the Employer, other faculty members or students.

- (c) A faculty member shall be notified in writing of the reasons for the disciplinary action taken by the Employer. The Union shall receive a copy. This clause does not apply to verbal reprimands.
- (d) A faculty member may grieve discipline, suspension or dismissal through the grievance process specified in Article 17.02.
- (e) If a satisfactory settlement has not been reached at Article 17.02, the matter shall be dealt with by Expedited Mediation Arbitration as set forth in Article 17.06.

#### **17.06 EXPEDITED MEDIATION ARBITRATION**

- (a) Where a difference arises between the parties relating to Article 17.05 Discipline, Suspension and Dismissal, after exhausting the grievance procedure as set forth in Article 17.02, either of the parties may notify the other party in writing within five (5) weekdays of its desire to submit the difference to expedited mediation arbitration.
- (b) Within five (5) weekdays of the delivery and receipt of the reference to Expedited Mediation-Arbitration, the parties shall notify Robert Blasina, **John Hall** or a substitute agreed to by the parties. If the parties cannot agree upon the appointment of a substitute within three (3) weekdays either party may request the Minister of Labour or his/her designate to make the appointment.
- (c) The Mediator-Arbitrator shall begin proceedings within twenty-eight (28) weekdays after being appointed.
- (d) The Mediator-Arbitrator shall endeavour to assist the parties to settle the grievance by mediation.
- (e) If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator shall endeavour to assist the parties to agree on the material facts in dispute and then shall determine the grievance by arbitration.
- (f) When determining the grievance by arbitration, the Mediator-Arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he/she considers appropriate. The procedure, jurisdiction, and authority outlined in Article 17.03 (c), (d), (e) and (f) will apply.
- (g) The Mediator-Arbitrator shall give a succinct decision within twenty-one (21) weekdays after completing proceedings on the grievance submitted to arbitration.
- (h) When the dismissal or suspension of a faculty member is subsequently determined by an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, or the dismissal or suspension determined to be too severe in relation to the offence, re-instatement terms can be mutually agreed to by the parties or can be imposed by an arbitration board if the matter is referred to arbitration.

- (i) (i) When disciplinary action, up to and including dismissal, is subsequently determined as a result of an internal investigation, a grievance procedure or an arbitration board to be without just and reasonable cause, no record of the matter shall remain on a faculty member's personnel file.
- (i) (ii) However, Article 17.06(i) (i) is not applicable if a lesser penalty is substituted as a result of an internal investigation, a grievance procedure, or an arbitration board.
- (j) Articles 17.05 and 17.06 do not apply to non-renewal of non-regular appointments issued by the Employer under Article 1.05(d) and (g).
- (k) Articles 17.05 and 17.06 do not apply to termination of a regular faculty member due to Article 21(a).

### **17.07 CHANGES IN AGREEMENT**

Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the life of this Agreement.

## **ARTICLE 18 – MISCELLANEOUS PROVISIONS**

### **18.01 PERSONNEL POLICIES**

- (a) A faculty member shall have access to all material in his/her Personnel File, with the exception of letters of reference and interview reports in the application file. A faculty member shall also have access to material, if any, in any other file with the Employer that may be used by the Employer for determining qualifications for employment, or assignment of workload, altering job security, or taking disciplinary action. Upon request by the faculty member, the Employer shall identify such files, if any, containing personnel material not in the faculty member's Personnel File.
- (b) No information relating to qualifications for employment or assignment of workload, job security, or disciplinary action will be placed in a faculty member's personnel files unless a copy has at the same time been given to the faculty member. The Employer agrees not to use information relating to qualifications for employment or assignment of workload, job security, or disciplinary action unless a copy has been given to the faculty member at the time that the information was placed in the personnel files.
- (c) Except for routine administrative access by the Human Resource Services Department and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.

- (d) Upon request by the faculty member or the Union on the member's behalf, documents of a disciplinary nature will be removed from the employee's personnel file after a period of:
  - i) 5 years for discipline which involves a suspension or an issue which involves harassment, discrimination or the health and safety of students or employees, provided there has been no further infraction of type (i) within the 5 years;
  - ii) 2 years for all other disciplinary matters, provided there has been no further infraction of type (ii) within the 2 years.

## 18.02 COPYRIGHT AND INTELLECTUAL PROPERTY

### a) Copyright Ownership

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

1. belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in 2. below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and
2. belongs to the institution where one or more employees:
  - i) have been hired or agrees to create and produce copyrightable work product for the institution, or
  - ii) are given release time from usual duties to create and produce copyrightable work product, or
  - iii) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

### b) Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to 1. above the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

### c) Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to 2. above the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.



**18.03 BUDGET**

- (a) Before the Annual Budget Presentation to the Board, the Union will be given an opportunity to provide input.
- (b) The Union will be provided with a copy of the annual proposed educational profile after it has been approved by the University Board except when the University Board determines that the profile has personnel implications.
- (c) The Union will be provided with a copy of the annual educational profile and budget after they have been approved by the University Board and Provincial Ministry of Advanced Education or its successor Ministry.
- (d) After the Employer has received approval of its budget from the Ministry and determined its expense plan, a discipline/program may request a copy of the non-salary items in the budget for that discipline/program.

**18.04 OPEN MEETINGS**

- (a) All scheduled meetings of the Employer shall be open meetings, except in those cases where personnel, financial or other matters require that the meeting be considered confidential.
- (b) In those cases where a meeting is designated confidential, the Union shall be provided with a reason for such designation.
- (c) A designated member of the Union shall be provided a copy of the agenda and minutes of all open meetings.
- (d) Notwithstanding 18.04(b), any faculty member may request that an Union representative attend as an observer at meetings where the faculty member reasonably believes their working conditions under Article 12 will be affected. Management will be notified by the Union in advance of the meeting regarding their attendance at the meeting.

**18.05 LABOUR / MANAGEMENT RELATIONS COMMITTEE**

In recognition of the mutual benefits of open communications and on-going consultation between the faculty and the employer, the Labour/Management Relations Committee will meet on a regular basis and have equal representation for the Union and the Employer.

The LMRC will serve as an open forum for the free and candid discussion of matters of mutual concern to faculty members and management.

**18.06 INDEMNITY: LIABILITY INSURANCE**

In accordance with provisions of the Self-Insured Comprehensive General Liability Coverage of the University the Institute Protection Program, the Employer shall:

- (a) Exempt and save harmless each current and former faculty member from any legal action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, which resulted from actions of the faculty member when in the employ of the University, and
- (c) provide advance notice at last known address to those current and former faculty members who are named in any such action as soon as the Employer becomes aware of same.

### **18.07 CONFLICT OF INTEREST**

If a faculty member is perceived to be in conflict of interest, the Employer may take disciplinary action.

## **ARTICLE 19 – EVALUATION**

### **19.01 EVALUATION**

Evaluation by the Employer of a faculty member's performance shall be carried out by methods developed in consultation between the Employer and the Union. Any such evaluation shall be constructed and conducted in a fair and reasonable manner.

## **ARTICLE 20 – HEALTH AND SAFETY**

**20.01** The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factory Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of faculty members shall be fully complied with.

**20.02** The Union shall appoint one faculty member representative to the Employer's Health and Safety Committee required under Division 4 of the Workers' Compensation Act. A copy of all minutes of the Health and Safety Committee meetings shall be posted on the Human Resource Services website.

**20.03** A faculty member who has reasonable cause to believe that carrying out a work process or operating any tool, appliance, or equipment would create an undue hazard to the health

or safety of any person may refuse to carry out the work process or operate the tool, appliance, or equipment, subject to Division 6 of the Workers' Compensation Act.

- 20.04**
- (a) Faculty members have the right to remove themselves from any situation in which they perceive an immediate threat of violence to themselves by a student or by another employee of the University. Faculty members have the right to remain away from the workplace if they continue to perceive themselves to remain under threat until such time as the Employer has taken action to resolve the situation.
  - (b) Faculty members who take action under (a) must report the facts as soon as possible, along with relevant detail to their Dean. The parties will endeavour to maintain confidentiality related to said threat.
  - (c) The Employer will commence an investigation under the appropriate Kwantlen Polytechnic University policy as soon as possible after the incident(s) have been reported and take action as necessary.
  - (d) If the faculty member is dissatisfied with the result, the faculty member may refer the case to WorkSafe B.C., the Occupational Health and Safety Committee or the Labour Management Relations Committee.
  - (e) The faculty member may have a Union representative accompany them to any meeting under Article 20.04.

#### **20.05 HEALTH AND SAFETY EQUIPMENT**

The Employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by WorkSafe B.C.

#### **ARTICLE 21 – RETIREMENT**

- (a) A faculty member shall retire from continuous full-time employment at the University College on August 31st, following the faculty member's 65th birthday.
- (b) A retiring regular faculty member may, upon his request, be offered employment as a non-regular type 1 faculty member, subject to the following conditions:
  - (i) the retiree shall be automatically placed on the interview list for non-regular type 1 employment consideration by the Search Committee;
  - (ii) those non-regular type 1 appointments shall not exceed half-time;
  - (iii) the retiree must re-apply annually for non-regular type 1 employment.

**ARTICLE 22 – EARLY RETIREMENT INCENTIVE****22.01 EARLY RETIREMENT INCENTIVE**

The Employer may offer to any faculty member or a faculty member may apply for one of the early retirement incentive alternatives described herein, provided the faculty member meets the following criteria. The Union shall be advised in writing of any offer of early retirement made to a faculty member.

**22.02 ELIGIBILITY**

A faculty member who possesses the following qualifications shall be eligible for an early retirement incentive if he/she:

- a) is a regular faculty member on continuing appointment at the time of early retirement;
- b) is age 55 or over;
- c) has a minimum of ten years contributory service under the College Pension Act or as a regular faculty member with the Employer;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

**22.03 SELECTION CRITERIA**

In considering applications for early retirement incentive from eligible faculty members, should the Employer determine it will be unable to offer an incentive to all who have applied, it will use the following criteria in ascertaining the faculty members to whom such offers should be given.

- i) Faculty members with the most FTE service shall be given preference.
- ii) In the event that two or more faculty members have equivalent FTE service, faculty members with less time remaining prior to retirement shall be given preference.

**22.04 APPLICATION AND AGREEMENT**

- a) Application to the plan is voluntary. A faculty member who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the Employer's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following twelve-month period. Applications must be

submitted annually in response to the Employer's "letter of interest". The Union shall be advised in writing of all applications made by faculty members.

- b) A faculty member has the right to accept or decline an early retirement incentive offer made by the Employer within thirty (30) days of the offer being proposed unless that period is extended by mutual agreement.
- c) In the event of acceptance of an offer of early retirement incentive, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the University President or designate, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements shall be utilized prior to the date of retirement.
- d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Union shall be copied on all agreements.

**22.05 EARLY RETIREMENT INCENTIVE AND LAY-OFF AND RECALL**

- a) Where the Employer deems it possible to offset the impact of the lay-off sequence (Article 7.02) through the offering of early retirement incentive to a faculty member (who qualifies as per Article 22.02 above), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through lay-off or transfer of another regular faculty member.
- b) Such offers may be made at any time during the year and need not be a part of the exercise described in Article 22.04 above.
- c) Advance notification of lay-off or transfer pursuant to Article 7 may be given to the affected regular faculty member while the faculty member to whom early retirement has been offered is considering that offer.

**22.06 INCENTIVE ALTERNATIVES AND METHOD OF INCENTIVE PAYMENT**

a) **Lump Sum Payments**

The retiring allowance shall be paid in annual instalments, to a maximum of three (3) instalments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the faculty member and shall be based on scale salary\* without allowances at the date of retirement (i.e. last day worked) in the following amounts):

<b>Full Years to Retirement</b>	<b>Pay Out</b>
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

- \* This amount could be subject to change by virtue of a new or renewed collective agreement that provided a salary increase applicable on the last day worked.

b) **Monthly Payments**

The retirement allowance determined in keeping with the above shall be paid into a pre-designated Registered Retirement Savings Plan (within legislated allowable levels) or Trust Fund in the name of the retired faculty member, to provide, at the discretion of the retired faculty member, a bridging pension income on or after age 55.

Payments into the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring faculty member's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable in a lump sum to the retired faculty member in accordance with Article 22.06(a) above.

Payments into the Plan or Trust Fund shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired faculty member dies prior to the full retirement allowance being paid into the Plan or Trust Fund, any payments outstanding shall be payable by the Employer in a lump sum amount to the estate of the deceased.

## **22.07 PROTECTION OF MEDICAL BENEFIT COVERAGE**

- a) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical and extended health\* benefit coverage through the Employer during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:
- i) written notification of the intent to continue these benefits is provided to the Human Resource Services Department six (6) weeks prior to date of early retirement;
  - ii) the participant maintains B.C. residency; and
  - iii) the participant prepays all premium costs.

- \* Coverage may be under a separate group for retirees at a reduced level.

Note: Pensioners who decline the Extended Health benefit coverage at retirement will not be eligible for coverage later unless they can prove

continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

## 22.08 FINANCIAL COUNSELLING

Each faculty member who is offered an early retirement incentive is entitled to receive personal financial counselling.

A lifetime total of three (3) hours of consultation is available and the fees for such consultation(s) will be paid by the Employer to a maximum of \$240.00 per faculty member on invoice or production of receipt by the faculty member. Each faculty member will be free to schedule these consultations in whatever manner is most beneficial or convenient to that faculty member.

In addition, each faculty member who is offered early retirement incentive is eligible to attend an Employer sponsored pre-retirement planning workshop.

## ARTICLE 23 – DISCRIMINATION AND HARASSMENT

### 23.01 NO DISCRIMINATION

The Employer and the Union recognize the right of employees to work in, and students to study in, an environment free from discrimination.

The Employer, except in instances where there is a bona fide occupational requirement, shall not refuse to employ, continue to employ, advance, or dismiss a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of: race, colour, ancestry, place of origin, political belief, religion, age, mental or physical disability, sex, marital status, **family status**, sexual orientation, or conviction for a criminal or summary conviction charge that is unrelated to employment.

The foregoing shall not be interpreted as prohibiting the parties from entering into an employment equity program.

### 23.02 NO HARASSMENT

#### a) Statement of Principle

The Employer and the Union recognize the right of all employees to work in, **and students to study in**, an environment free from harassment.

The parties agree that harassment is a violation of **a person's** rights, dignity and personal well-being. Where **a** complaint of harassment **is** substantiated, appropriate disciplinary measures, up to and including dismissal, are supported and endorsed by the parties.

**b) Definitions****i) Harassment**

**“Harassment” means sexual harassment or personal harassment, as defined in this Article.**

**ii) Sexual Harassment**

Sexual harassment is defined as unwelcome conduct and/or comments of a sexual nature that detrimentally affect the work environment or lead to adverse job related consequences.

Sexual harassment includes, but is not limited to, sexual advances and requests for sexual favours, such as:

- An implied or expressed promise of reward for complying with a sexually oriented request;
- A reprisal, or an implied or expressed threat of reprisal, directed at one's employment for refusing to comply with a sexually oriented request;
- A denial of opportunity, or the express or implied threat to deny an opportunity, for refusing to comply with a sexually oriented request.

Other examples of sexual harassment include:

- Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive;
- Unwelcome and unnecessary remarks about a person's body, clothing or sexual activities;
- Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are sexually suggestive, sexually demeaning or pornographic;
- Unwanted and unnecessary touch, patting, pinching, or other suggestive physical contact;
- Sexual looks, such as leering and ogling with sexual overtones;
- Suggestive comments or gestures;
- Compromising invitations;
- Constant brushing up against a person's body.

**The legitimate study, display, use or distribution of topics, material or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.**



**iii) Personal Harassment**

**Personal harassment is defined as repeated offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment.**

**Personal harassment may occur as a single incident or over a period of time. A combined series of incidents – of which any one in isolation would not necessarily be considered harassment – may also constitute harassment.**

**Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.**

**Examples of personal harassment include, but are not limited to:**

- **Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;**
- **Implied or expressed threat or reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;**
- **Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.**

**The legitimate study, display, use or distribution of topics, material or art forms that are within appropriate academic norms is not considered personal harassment.**

**23.03 COMPLAINT PROCEDURES****a) Informal Resolution**

The parties agree that, where mutually agreeable, they may **endeavor** to resolve complaints of harassment **or discrimination informally**, prior to accessing the procedures outlined below.

**b) Union Representation**

**In the event that a faculty member is the subject of a complaint under this Article, the faculty member shall have the right to know what allegations have been made against him/her, and shall have the right to Union representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with the disposition of the complaint.**

**Faculty member complainants shall also have the right to Union representation at all meetings, interviews and other proceedings where the complainant's presence is requested in connection with the disposition of the complaint.**

## c) Right to Legal Counsel

The Union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the Employer. An individual bargaining unit employee has no right to be represented by legal counsel **in connection with** an allegation of harassment **or discrimination under this Article.**

d) **Confidentiality**

**Any complaint of discrimination or harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.**

**Employer and Union representatives in the course of dealing with a complaint of discrimination or harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.**

e) **Formal Complaint**

**A complaint alleging discrimination and/or harassment must be made in writing to the University President or his/her designate, and must include the names of the complainant and the respondent, a description of the relevant facts (including dates, times and places), the names of any witnesses, and the remedy the complainant is requesting. Copies of the complaint will be forwarded to the respondent and the Union.**

**All formal complaints under this Article shall be initiated within six (6) months of the event. In the case of a series of events, the complaint shall be filed no later than six (6) months after the last event in the series on which the complaint is based.**

**The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.**

## f) Mediation

When a complaint is received by the Employer involving an individual covered by this collective agreement, the parties **may** initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Mediation **is consensual, and** will require the agreement of the complainant and the **respondent** to use the following process:

- i) the parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- ii) **all communications during the mediation will be without prejudice;**

- iii) the mediation process and resolution will be kept strictly confidential by all participants;
- iv) where a resolution is reached, the complainant and the **respondent** must agree in writing to the resolution and the matter will then be considered concluded;
- v) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

g) Investigation

Where either the complainant or **the respondent** does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred **either to a mutually agreeable internal investigator**, or to an **external** investigator selected from the following list:

Rebecca Frame  
 Irene Holden  
 Deborah Lovett  
 Ana Mohammed  
 John Sanderson  
**Anita Braha**

An investigator will be appointed within ten (10) working days of referral.

The referral **shall include a copy of the written complaint, and** should, where possible, include a written **response** from the **respondent**. The referral should be assembled by the **Employer** and forwarded to the investigator with a copy sent to the Union.

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the parties pursuant to **this** Article.

**If it is determined necessary to separate the work locations of the complainant and the respondent while the complaint is being investigated, it is agreed that the complainant will not be moved against his/her wishes. No information relating to the personal background or lifestyle of the complainant, or the respondent, shall be admissible during the investigation process.**

h) Terms of Reference of the Investigator

- i) The **mandate** of the investigator will be to ascertain facts.
- ii) The report of the investigator will be given, in confidence, to the Union and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the **respondent**. The Employer will state, in a covering letter, that the report is confidential.

- iii) The report should refer to individuals involved by **code** only. However, a **reference** key will be provided to the Employer and the Union for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- iv) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- v) **Reliance on Report of Third Party Investigator**

Despite 23.03(h)(iv), the Employer is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The Employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the Union.

- vi) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- vii) The investigator will conclude her/his work within ten (10) **working** days of appointment and will render a report within a further five **(5) working** days. These timelines may be extended if deemed appropriate by the parties. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.
- viii) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- ix) The investigator's report will not be placed on an employee's file.

#### **23.04 FINDINGS**

- a) The Employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the investigator's report. If necessary, this timeline may be extended by mutual agreement between the parties.
- b) The determination will:
  - i) state the action(s), if any, to be taken or required by the Employer; **and**
  - ii) include, where appropriate, a statement of exoneration.

### 23.05 RIGHTS OF THE PARTIES

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the local parties may agree to have the investigator investigate all of the complaints, in order to relieve against expense and duality of process.

**Nothing in this Article restricts:**

- a) The Employer's right to take disciplinary action;
- b) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

### 23.06 FALSE COMPLAINTS, BREACHES OF CONFIDENTIALITY AND RETALIATORY ACTION

Frivolous, vexatious or malicious complaints of harassment **or discrimination**, breaches of the confidentiality provisions of this **Article**, or retaliation in respect of a complaint, may result in discipline.

Should retaliation be alleged following the filing of a complaint, **the** investigator may deal with that allegation and make a finding.

### 23.07 ADMINISTRATION

The parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under 23.08 below.

### 23.08 RELATION TO OTHER AGREEMENTS

Where a complaint under Article 23 involves individuals who are covered by another collective agreement, the parties will meet to clarify and agree upon a procedure.

**LETTER OF UNDERSTANDING # 1  
EMPLOYMENT EQUITY**

The parties agree that a joint committee will continue to work to review possible employment equity initiatives and to make recommendations relative to such initiatives.

Employment equity initiatives will target the four designated groups defined by the Employment Equity Act (Canada): women, aboriginal peoples, persons with disabilities, and persons, who because of their colour or race, are a visible minority in Canada.

Where such recommendations have an impact on the terms of this Agreement, Article 17.07 will apply.

**LETTER OF UNDERSTANDING # 2  
FACULTY MEMBERS PERFORMANCE REVIEW**

Probationary faculty members will be required to demonstrate their ability to meet the Employer's performance criteria. It is expected that most post-probationary faculty members will meet the Employer's performance criteria and engage in professional development as a matter of course. For these faculty members, the review process should be designed to facilitate their further development as competent, conscientious professionals.

Objectives of faculty members' performance review system:

1. To ensure a quality learning experience is provided to students.
2. To maintain competent and conscientious faculty members.
3. To encourage faculty members to continually develop their acumen and skills, and where appropriate, to identify and address areas requiring improvement.
4. To determine whether probationary faculty members are meeting established performance criteria and whether post-probationary faculty are continuing to meet established performance criteria.

Principles, Guidelines and Proposals

1. All performance review processes must be fair and objective.
2. All performance criteria must be stated explicitly and applied consistently.
3. All conclusions in review reports must be clearly stated in writing and objectively supported.
4. The review system for probationary faculty members is primarily summative. The purpose of summative review is to determine a faculty member's competence and suitability to continue employment.

5. The review system for post-probationary faculty members is primarily formative. The purpose of formative review is to encourage ongoing professional growth in pursuit of excellence. Periodically a written appraisal report will be prepared and placed in the personnel file.
6. Identified areas for improvement may require remedial support which may include professional development, educational leave and/or reference to the employee assistance program.
7. Serious performance problems, or recurring performance issues that are not resolved through the formative evaluation process may be addressed by the Employer as needed. Performance problems should be dealt with immediately as they are identified, and relevant documentation will be shared with the faculty member and will be kept in the faculty member's personnel file.
8. Professional development is an important component of faculty member's performance appraisal; therefore, written reports on professional development activities from faculty members will be appended to the self-evaluation component of the performance appraisal report.

#### Performance Review Committee

The Performance Review Committee will make recommendations to revise the existing performance review system in accordance with the above principles and objectives.

- A. Probationary Faculty members:
  1. The recommendations of this Committee regarding probationary faculty members' review will be implemented as soon as possible following approval by the Employer.
  2. Any further changes to the performance review system will be made in consultation with the Union in accordance with Article 19.01.

### **LETTER OF UNDERSTANDING # 3 WORKLOAD IN THE COLLABORATIVE NURSING PROGRAM**

The average teaching load for non-regular type 2 and regular instructors over an academic year will be 16 contact hours of instruction per week irrespective of the modes of instruction outlined in article 12.03, except for preceptorship/practicum supervision, where the contact hours will remain at 32 hours per week as per article 10.01.

The preceding point assumes the following criteria will be used.

In the case of non-regular type 1 faculty, the appointment percentage will be calculated using the modes of instruction outlined in article 10.01.

**LETTER OF UNDERSTANDING # 4  
JOINT COMMITTEE ON CONTINUING EDUCATION**

The Parties agree to establish and continue a Joint Committee within 30 days of ratification of this collective agreement. The Joint Committee will have six (6) members with equal representation from the Employer and the Union. Union members on the Committee will be appointed by the Union. The Committee will meet as required to consider issues surrounding new programs created in C.E. as well as the application of the collective agreement to existing programs.

The Joint Committee will determine the precise application of definitions in Letter of Understanding #6 to each Continuing Education program (as well as the date at which such application becomes effective). The Committee will consider program survival, marketability, student, community and University needs. Notwithstanding the definitions in Letter of Understanding #6, the Joint Committee will consider exceptions to inclusion that should be made on a case by case basis.

In the event the Parties cannot agree on the application of the definitions in Letter of Understanding #6, the issue will be referred to LMRC. If LMRC cannot agree, the issue will be referred to the grievance process in Article 17 and mediation/arbitration.

The Joint Committee will provide advice to the parties in the form of a joint report, for inclusion of language into the collective agreement as necessary upon the expiration of this Agreement.

**LETTER OF UNDERSTANDING # 5  
CONTINUING EDUCATION**

**1) Purpose**

The purpose of this Letter of Understanding is to set out the working conditions that apply to Continuing Education faculty.

**2) Definitions**

**a) Regular Continuing Education Faculty**

A regular C.E. faculty member is one who occupies a regular position established by the Employer or as converted to regular status in b) iii) below.

Regular C.E. faculty have the same rights and obligations as regular members in the Union agreement except for Article 7 Layoff and Recall. (See section 6 below for Layoff and Recall.)

Part time regular faculty have the same rights and obligations as full time faculty



and are entitled to all benefits on a pro-rated basis.

**b) Non-regular Continuing Education Faculty Type 2**

This includes faculty teaching citation or certificate programs.

- i) Non-regular C.E. Faculty Type 2 who meet the definition of Article 1.05(d)(ii) for their work in C. E. shall be eligible for benefits as set out below and shall be referred to as C. E. Faculty Type 2.
- ii) Non-regular C.E. Faculty Type 1 are all other faculty who do not meet the above definition.
- iii) Non-regular Type 2 C.E. faculty who meet the criteria in Article 1.05(e) for 3 years will be converted to regular status subject to having ongoing work and the other provisos in Article 1.05(e). Any disputes would be referred to the Joint Committee in Letter of Understanding # 5.

**c) Non bargaining unit Continuing Education Faculty**

- i) This includes faculty teaching short term courses not part of citation or certification programs (eg. 6-hour workshop or 70 hours in a semester).
- ii) These C.E. faculty are not members of the bargaining unit and are not covered by this Letter of Understanding.
- iii) The University shall issue an annual report to the Union listing the names of C.E. faculty performing work not included in the bargaining unit, and their accumulated hours worked in the previous fiscal year. The first report will be issued by April 30, 2002 for the 2001-2002 fiscal year. Where a dispute arises over whether work is properly outside the bargaining unit, the dispute will be referred first to the Joint Committee struck under Letter of Understanding #5 and then to the grievance process if unresolved.

**3) Definition of Work for Continuing Education Faculty**

- a) C.E. faculty work is described as either “direct student instruction” or “other accountable time”, or a combination of the two.
  - i) Direct student instruction means in-class delivery of course or program material.
  - ii) Other accountable time in C.E. means such activities as preparation of instructional materials, planning student activities, assessment and evaluation of students, liaison with industry, arranging student practicum placements and contact with employers and students, attending professional and internal meetings, recruiting students, promotion and development of the program, program administration and other program-related duties.
  - iii) Direct student instruction for full-time C.E. faculty shall be 25 hours per week. The maximum or normal full-time hours for other accountable

time shall be 35 hours per week. C.E. faculty whose work involves both direct student instruction and other accountable time will be pro-rated.

- b) Notwithstanding 3(a), where work is offered in C.E. that duplicates, in whole or in part, work in a funded area of the University, such work will be subject to the full terms and conditions of the collective agreement including the provisions of Article 12 concerning workload.

**4) Eligibility for Benefits – Non-regular Continuing Education Faculty Type 2**

Non-regular C.E. faculty who qualify under section 2(b)(i) shall be eligible for all health and welfare benefits described in Article 15. Benefit premiums will be pro-rated so that the Employer's portion of the premium equals the appointment percentage and the employee is deducted for the remaining portion.

**5) Rates of Pay**

- a) Regular C.E. faculty and Non-regular C.E. faculty Type 2, shall be paid according to the salary scale in Article 9.01, and placement on scale shall be in accordance with Article 9.02 of the Union agreement or the faculty member's current rate of remuneration, whichever is greater.
- b) Non-regular C.E. faculty Type 1 shall be paid according to the minimum hourly rates in (c) below or the faculty member's current hourly rate of remuneration, whichever is greater.
- c) Minimum rates for hourly paid C.E. faculty:
  - i) Direct instruction: \$47.50 per hour. Effective April 1, 2006 \$49.01 per hour.
  - ii) Other accountable time: \$33.93 per hour. Effective April 1, 2006 \$35.01 per hour.
- d) The minimum rates in (c) above include vacation pay.

**6) Layoff and Recall**

The Employer may lay off a C.E. faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. When layoff of C.E. faculty must occur, the procedure below will apply.

**a) Layoff Sequence**

- i) The sequence for layoff in a program must be:
  - (1) Non-regular C.E. faculty Type I
  - (2) Non-regular C.E. faculty Type 2
  - (3) Regular C.E. faculty

**b) Layoff Procedures for Regular Faculty and Non-regular Type 2**

- i) Layoff method for C.E. faculty is by least total FTE service.
- ii) If a C.E. faculty member has been identified for layoff and the remaining C.E. faculty in the program do not have the necessary qualifications, experience and abilities to teach the remaining courses or to perform the

remaining services in the program, the determination of the C.E. faculty member to be laid off shall recommence with that person with the next to least FTE service.

A C.E. faculty member will be notified verbally, then in writing, as early as possible, stating the reason(s) for the layoff and the effective date of the layoff. The Union will also receive a copy of such written notice.

**c) Alternate Work for Regular Faculty**

- i) In the event work is not available in the program, an affected regular faculty member shall meet with the appropriate V.P. or delegate to identify unassigned work for which the affected faculty member has been inventoried within C.E., or non-teaching work for which the faculty member has the necessary qualifications, experience and abilities.

**d) Recall Procedures for Regular Faculty**

- i) If work is available in a program within 2 years of layoff, the recall shall be in reverse order of layoff, provided the faculty member has the necessary qualifications, experience and abilities.
- ii) To remain eligible for recall under this letter, the laid off faculty member will keep the Human Resource Services Department informed of his or her telephone number, and promptly report any changes.
- iii) The faculty member will accept or reject notice of recall from the employer within 5 calendar days of receipt of such notices. In the event the faculty member rejects the offer of recall, or fails to respond to the time limit above, the employer will offer that work to the next qualified person in reverse order of layoff.

**e) Severance**

- i) Regular C.E. faculty who are laid off after March 31, 2001 shall be eligible for severance provisions in Article 7.07 of the Union agreement based on FTE service accumulated after September 1, 1999. Faculty who receive severance pay will lose their right of recall in (d) above.

**f) Cancellation Fees**

- i) When the appointment of a non-regular C.E. faculty member Type 2 is cancelled or reduced, a non-recoverable cancellation fee shall be paid according to the following formula:

$$\frac{\text{C.E. appointment hours} \times \$500.00}{60 \text{ hours}} \quad \text{to a maximum of } \$4000.00$$

- 7) Article 16 Professional Development of the Union agreement applies to regular C.E. faculty and non-regular C.E. faculty Type 2.

**LETTER OF UNDERSTANDING # 6  
INTERNATIONAL WORK**

No member of the bargaining unit shall be required or involuntarily scheduled to perform international work.

Where a faculty member is assigned to work internationally, the Union will be consulted in advance of the assignment. Any disputes will be referred to the Labour Management Committee.

Where a faculty member is scheduled to work internationally, the work will be considered part of their regular teaching load. No additional salary remuneration will be payable.

This applies to any work undertaken by faculty, from which the University will derive income and/or compensation.

This does not apply to faculty who arrange independently to work internationally as part of their Professional Development, Education Leave or as a secondment or exchange under Article 13.11.

**LETTER OF UNDERSTANDING # 7  
PARTIAL LAYOFF**

Faculty who are partially laid off will have the option to use severance to top up their salary, and to pay their health and welfare (i.e. medical, dental and extended health) and pension benefits for a maximum of 2 years from the date of partial layoff.

LMRC guidelines for the application of the above option are available on the Human Resource Services website.

The LMRC may address other issues pertaining to partial layoffs raised by either party.

**LETTER OF UNDERSTANDING # 8  
DIRECTORS OF RESEARCH INSTITUTES**

1. The Employer and the Union agree that the current Directors of Research Institutes are and shall continue to be members of the Union's bargaining unit, subject to the provisions of this Letter of Understanding.
2. The current Directors of Research Institutes positions are:
  - a. Director, National Institute for Research in Sustainable Community Development
  - b. Director, Institute for Transborder Studies

- c. Director, Institute for Sustainable Horticulture
  - d. Director, Institute for the Advancement of Personal and Community Health and Wellness
3. Selections of directors of Research Institutes covered by this Letter of Understanding (“the Directors”) shall be conducted in accordance with Article 4 of the collective agreement.
  4. The Directors shall be granted release time from their faculty duties per Article 2.03 of the collective agreement, to perform the excluded functions associated with their Director positions.
  5. The Directors shall be paid on the appropriate step of the excluded salary scale, proportional to the amount of their excluded time release.
  6. The Directors shall remain members of the Union’s bargaining unit until the release time assigned to perform the excluded duties of the Directors equals 100%. At that point, the parties agree that the Directors shall be excluded from the bargaining unit.
  7. It is expected that the Directors, as members of the bargaining unit, will facilitate, oversee, coordinate, and, on occasion, supervise faculty members’ scholarship and research projects within the Institute. The Directors will liaise with external bodies and consult with the Associate Vice President, Research and Scholarship, as needed.
  8. The Employer will remit union dues for the Directors to the Union while they are in the bargaining unit.
  9. This Letter of Understanding shall apply to any new Director of Research Institute positions created by the Employer, or to persons hired to replace the Directors.

**LETTER OF UNDERSTANDING # 9  
PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS**

The Parties agree that it is in the interests of both the employee and the employer to enable an employee to remain at work when the employee is only partially disabled.

“Partially disabled” for the purpose of this Letter of understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the employer to conform to the configuration of faculty workload in the employee’s instructional or non instructional areas and where the partial sick leave is in any event no greater than 80% of a full-time workload in that area. The application of this definition is subject to the employer’s legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the short-term disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 15.06 on a pro-rated basis until the employee has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for short-term disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plan as applicable.

The carrier's approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee's subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the employee's subsequent claim for long-term disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial disability benefits are set out in the document titled "Administration of Partial Sick Leave and Partial Disability Benefits", which the Parties agree shall be part of the "Policies and Procedures" sections of the Disability Management Handbook for the disability benefits plan set out in Article 15.06.

#### **LETTER OF UNDERSTANDING # 10 HUMAN RESOURCES DATABASE**

The Parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant Human Resource Services matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the Post Secondary Employer's Union ("PSEA"), which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The parties may undertake joint projects for the comparative analysis of such data.

The parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The parties recommend that the Ministry of Advanced Education continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

Relevant Matters Include:

- (a) Health and Welfare
  - (i) Benefit plan designs
  - (i) Participation rates
  - (ii) Premiums
  - (iii) Cost sharing
  - (iv) Commission costs

- (v) Available studies commissioned by Government agencies  
(e.g. comparative benefit analysis)
- (vii) Carrier contracts
- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) FTE, headcount, placement on scale, appointment status
  - (iii) Demographics: age and gender
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
  - (ii) Local Letters of Understanding

**LETTER OF UNDERSTANDING # 11  
REGISTRY OF LAID OFF EMPLOYEES**

**1.00 REGISTRY OF LAID OFF EMPLOYEES**

**1.01 ELECTRONIC POSTING OF AVAILABLE POSITIONS**

On behalf of the parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix C - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.

- (f) Unions, Employers and eligible employees have the right to access the information on the Registry.

## **1.02 ELECTRONIC REGISTRY OF ELIGIBLE EMPLOYEES (REGISTRANTS)**

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:
  - (i) regular employees with one (1) calendar year of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreement, or
  - (ii) non-regular employees with two (2) calendar years of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of (1) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
  - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed
  - (ii) obtaining equivalent employment as a result of being listed on the Registry
  - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later
- (d) Implementation
  - (i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix C - Form 2).
  - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
  - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

  - (i) had their employment terminated for just and reasonable cause;
  - (ii) accepted early retirement, or
  - (iii) voluntarily resigned their employment.



### 1.03 APPLYING FOR AVAILABLE POSITIONS

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

### 1.04 RIGHTS FOR REGISTRANTS

- (a) Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

- (b) Entitlements for Successful Applicants

- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
  - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
  - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
  - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.

- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

**LETTER OF UNDERSTANDING # 12**  
**JOINT COMMITTEE ON BENEFITS ADMINISTRATION**

**1.00 JOINT COMMITTEE ON BENEFITS ADMINISTRATION**

**1.01 COMMITTEE ESTABLISHED**

The parties agree to continue to participate in the Joint Committee on Benefits Administration (the "JCBA").

**1.02 COMMITTEE MANDATE**

The JCBA has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- d) Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

### **1.03 SAVINGS**

All savings realized through the process of the JCBA will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

### **1.04 CONSTRAINTS**

The JCBA will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. The JCBA shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

### **1.05 COSTS OF THE JCBA**

The Employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

## **LETTER OF UNDERSTANDING #13**

### **BENEFITS ISSUES FOR DISCUSSION BY JOINT COMMITTEE ON BENEFITS ADMINISTRATION**

The parties agree that the Joint Committee on Benefits Administration (JCBA) pursuant to its mandate under LOU #15 of this Agreement shall review the following benefits with respect to whether any net zero improvements involving the benefits are possible:

- a) hearing aid benefit
- b) medical travel referral benefit
- c) laser eye surgery and contact lenses
- d) professional services
- e) charge card for pharmaceuticals
- f) dental plan
- g) processing of short-term disability benefits claim

**LETTER OF UNDERSTANDING #14**  
**JOINT REVIEW PROCESS OF HEALTH AND WELFARE BENEFITS**

The parties agree to participate in the process pursuant to which, for the terms of this Agreement, the mandate of the Joint Committee on Benefits Administration (JCBA) has been expanded to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability

**Receipt of Reports and Recommendations**

The recommendations of the JCBA will be presented according to the following schedule:

- A preliminary report will be issued no later than twelve (12) months after the ratification of this Agreement;
- A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued.

The JCBA's final report and recommendations will be referred to the Joint Administration and Dispute Resolution Committee (JADRC) for negotiation of a Letter of Understanding for the parties' ratification.

The parties agree that in the event that cost containment results in cost savings then a compensation trade-off among benefits may be negotiated.

**Funding**

Subject to the agreement of the Parties at JADRC, and upon the recommendation of the JCBA, the Employer will, if and when required, pay its share of such reasonable costs of the Committee's work on this project as may exceed that amount specified in Letter of Understanding #15.

**LETTER OF UNDERSTANDING #15**  
**ELIMINATION OF MANDATORY RETIREMENT**

The Parties agree to the following:

1. Article 21 of the collective agreement ceases to have force and effect as of January 1, 2008.
2. Article 22.06 – As of January 1, 2008 “Full Years to Retirement” shall read in the context to mean “Full Year to Age 65”.
3. As of January 1, 2008 Health and Welfare benefit coverage, for eligible post age 65 faculty, will be in accordance with the schedule of benefits listed in the Plan and will be subject to the limitations specified in the Plan, including eligibility requirements.
  - a. Basic Medical Insurance as per Article 15.01 (a)
  - b. Extended Health Benefits as per Article 15.01 (b)
  - c. Group Life Insurance at 1 times the annual earning. Coverage will terminate on the employee’s seventy-first birthday or upon retirement, whichever occurs earlier.
  - d. Accidental Death and Dismemberment Insurance at 1 times the annual earning. Coverage will terminate on the employee’s seventy-first birthday or upon retirement, whichever occurs earlier.
  - e. Dental Benefits as per Article 15.03
  - f. Disability Benefits as per Article 15.06 (a)

The Parties agree that faculty who turned 65 on or after September 1, 2007 will be captured effective January 1, 2008 by the elimination of mandatory retirement.

**LETTER OF UNDERSTANDING #16**  
**CROSSLISTED COURSES**

Crosslisted courses refer to those courses that the University Senate approves as meeting the criteria for crosslisted courses (Reference: Kwantlen Course Outline Manual).

The KFA and the employer agreed that the practices related to crosslisted courses, as they have historically occurred, will continue but be subject to the following collective agreement articles:

- Article 12.4: It is agreed that one section of crosslisted courses will not exceed the agreed upon single course/section enrollment maximum.
- Article 12.06: It is agreed that the limits on the number of preparations will also apply to crosslisted courses. A crosslisted course constitutes one preparation for the purposes of Article 12.06.
- A crosslisted course section will be considered as one section for the purposes of Articles 5.06, 8.06, and 1.05 (e) and (i).

**LETTER OF UNDERSTANDING #17**  
**BACHELOR OF SCIENCE IN NURSING**

This letter sets out the changes to Article 12.04 (g).

The registration limits in the Bachelor of Science in Nursing Program:

Semesters 6-8 Class Size Limits

<u>Other Classroom Related</u>	<u>32</u>
<u>Reality</u>	<u>16</u>

**LETTER OF UNDERSTANDING #18**  
**WORKLOAD COMMITTEE**

The topic of workload and classes sizes has been debated for many years at Kwantlen by both parties. In the 2010/2012 negotiations the KFA proposed an increase in time release for faculty members to participate in certain new roles and committees related to Kwantlen's status as a special purpose teaching university. In the same negotiations the University proposed ways in which class sizes could change to increase the accessibility of students to a wider variety of classes and to allow for time release for certain purposes.

The parties recognize that Workload is a complex issue and therefore agree to establish a joint committee to determine options for workload and class size.

The committee of 6 members will have equal representation from the University and the KFA.

The committee will report the results and joint recommendations back to the parties prior to March 31, 2012 for discussion at the 2012 bargaining table.

**LETTER OF UNDERSTANDING #19**  
**HEALTH AND SAFETY EDUCATION COMMITTEE**

The parties agree to establish a joint committee to recommend changes to how health and safety information will be communicated and how faculty are educated, trained prior to the commencement of work and through the course of their employment.

The committee will develop an implementation plan. The plan will address the roll out and implementation of communication/training using materials and methods of communication.

The committee of four (4) members will have equal representation from the University and the KFA.

The committee will report the results and joint recommendations back to the parties at the following timelines:

- November 30, 2011 – determination of a program outline.
- December 31, 2011 to February 28, 2011 – implementation of recommendations completed.
- March 31, 2012 – review of program, final report and committee wind-up.

**APPENDIX A**  
**DENTAL PLAN**

The nine-month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine-month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every 9 months as provided by Article 15.03 is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every 9 months.
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every 9 months.

The Employer approval of the more frequent cleaning is not required.



**APPENDIX B**  
**MEDICAL TRAVEL REFERRAL BENEFIT**

<b>Benefit Summary</b>	
<b>Benefit Amount:</b>	100% of eligible expenses
<b>Deductible Amount:</b>	None
<b>Individual Maximum:</b>	\$10,000 per year
<b>Coverage Limitations:</b>	<ul style="list-style-type: none"> <li>➤ \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;</li> <li>➤ Where an Employer requires it, receipts must be submitted with the expense claim;</li> <li>➤ Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;</li> <li>➤ Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;</li> <li>➤ Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).</li> </ul>

<b>List of Eligible Expenses</b>	
<b>Medical Travel</b>	<p>When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:</p> <ul style="list-style-type: none"> <li>➤ Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);</li> <li>➤ Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution</li> </ul>
<b>Accommodation:</b>	Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment
<b>Meals:</b>	Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution
<b>Attendant:</b>	Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above

<b>Exclusions</b>	
<b>No benefit shall be payable for:</b>	<ul style="list-style-type: none"> <li>➤ Charges which are considered an insured service of any provincial government plan;</li> <li>➤ Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;</li> <li>➤ Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;</li> <li>➤ Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;</li> <li>➤ Charges not included in the list of eligible expenses;</li> <li>➤ Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;</li> <li>➤ Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;</li> <li>➤ Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;</li> <li>➤ Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;</li> <li>➤ Charges which the administrator is not permitted, by any law to cover;</li> <li>➤ Charges for dental work where a third party is responsible for payments of such charges;</li> <li>➤ Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;</li> <li>➤ Charges for services and supplies resulting from any intentionally self-inflicted wound;</li> <li>➤ Charges for experimental procedures or treatment not approved by the Canadian Medical Union or the appropriate medical speciality society;</li> <li>➤ Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.</li> </ul>

<b>Claims Adjudication</b>	
<b>To claim benefits, the employee or dependent must:</b>	<ul style="list-style-type: none"> <li>➤ Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;</li> <li>➤ Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically</li> </ul>

	<p>necessary;</p> <ul style="list-style-type: none"><li>➤ Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.</li></ul>
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**APPENDIX C**

**REGISTRY OF LAID OFF EMPLOYEES – FORM 1**

**PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

- 0. (For PSEA use only)**
- 1. College/University/Institute and Location:**
- 2. Job Title:**
- 3. Area/Program/Discipline(s):**
- 4. Job Description:**
- 5. Minimum and Preferred Qualifications:**
- 6. Start Date:**
- 7. Close Date:**
- 8. Contact Person and Address:**

**APPENDIX C**

**REGISTRY OF LAID OFF EMPLOYEES – FORM 2**

**PSEA REGISTRY OF ELIGIBLE EMPLOYEES**

- 0. (For PSEA use only)**
- 1. College, University, Institute:**
- 2. Registrant:**
- 3. Service Date (length of service):**
- 4. Program/Area:**
- 5. Date of Availability (Lay-off or End of Contract):**

**Registrant Electronic Resume available at:**

**College/University/Institute Contact Person:**

**College/University/Institute Contact Phone Number:**

**Bargaining Unit Contact Person:**

**Bargaining Unit Contact Phone Number:**

**Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:**

**I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.**

**Signature of Registrant:**

**Date:**

**APPENDIX D**

## Family Members for purpose of Article 13.09 Compassionate Care Leave

1. The following “family members” are persons identified through their relationship to the employee:
  - Spouse (includes heterosexual, common-law, and same-sex relationships)
  - Children
  - Children’s spouses
  - Step-Children
  - Step-Children-in-law
  - In-law siblings
  - Parents
  - Step-parents
  - Parents-in-law
  - Grandparents
  - Grandchildren
  - Nieces / Nephews
  - Guardians
  - Step-siblings
  - Aunts/Uncles
  - Current or former foster-parents
  - Current or former foster children
  - Current or former wards
  - Current or former guardians
  - Spouse of sibling or step-sibling
  - Spouse of a grandparent
  - Spouse of a grandchild
  - Spouse of aunt or uncle
  - Spouse of a niece or nephew
  - Spouse of a current or former foster child
  - Spouse of a current or former guardian
  - Spouse of an employee’s current or former foster parent
  - Spouse of an employee’s current or former ward

- Spouse of a person who is living with the employee as a member of the employee's family
2. The following "family members" are persons identified through their relationship to the employee's spouse:
- Spouse's parent's or step-parents
  - Spouse's siblings or step-siblings
  - Spouse's children
  - Spouse's grandparents
  - Spouse's grandchildren
  - Spouses' aunts or uncles
  - Spouse's nieces or nephews
  - Spouse's current or former foster parents
  - Spouse's current or former wards
3. The following "family members" are deemed family members:
- Any other person in the same household who is dependent upon the employee
  - Any person who lives with the employee as a member of the employee's family
  - Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative.

IN WITNESS HEREOF each of the parties have caused this Agreement to be signed by its duly authorized representatives.

FOR THE UNION

FOR THE EMPLOYER

FOR PSEA

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\_\_\_\_\_

Bob Davis

Harry Gray

David Ross, Chair